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ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

54 June 4, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



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June 04, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO EXECUTE FOURTEEN NEW CONTRACTS AND FIVE SOLE SOURCE
CONTRACTS FOR THE PROVISION OF CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION, AND RETENTION SERVICES EFFECTIVE JULY 1, 2013 THROUGH JUNE 30,
2015
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request approval to execute 14 new contracts, and five Sole Source Contracts for the provision of Children's Health Outreach, Enrollment, Utilization, and Retention services and activities for uninsured low/middle income children and families in Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute new contracts, substantially similar to Exhibit I, for the provision of Children's Health Outreach, Enrollment, Utilization, and Retention (CHOEUR) services with the 14 agencies listed in Attachment B, effective July 1, 2013 through June 30, 2015, for a total County maximum obligation of \$8,600,800 (\$4,300,400 for fiscal year (FY) 2013-14 and \$4,300,400 for FY 2014-15), 100 percent offset by Families First Proposition 10 Commission (First 5 LA) funding and Medi-Cal Administrative Activities (MAA) reimbursements.

2. Approve and instruct the Director of DPH, or his designee, to execute non-competitively bid (sole

source) contracts, substantially similar to Exhibit I, for the provision of CHOEUR services with the four agencies listed in Attachment C, effective July 1, 2013 through June 30, 2015, for a total County maximum obligation of \$1,134,528 (\$567,264 for FY 2013-14 and \$567,264 for FY 2014-15), 100 percent offset by First 5 LA funding and MAA reimbursements.

3. Approve and instruct the Director of DPH, or his designee, to execute a non-competitively bid (sole source) contract, substantially similar to Exhibit II, with Computer Therapy, LLC for the provision of database technical assistance and training services to support DPH's Children's Health Outreach Initiatives (CHOI) internet-based "CHOI" data collection system for CHOEUR contracted agencies, effective July 1, 2013 through June 30, 2015, for a total County maximum obligation of \$240,000 (\$120,000 for FY 2013-14 and \$120,000 for FY 2014-15), 100 percent offset by First 5 LA funding and MAA reimbursements.

4. Delegate authority to the Director of DPH, or his designee, to execute amendments to the contracts that extend the contract term for two (2) additional one-year terms with an option to extend on a month-to-month basis for up to six additional months; allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent above or below each term's annual base maximum obligation, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel and the Chief Information Officer (CIO), as applicable, and notification to your Board, and Chief Executive Office.

5. Delegate authority to the Director of DPH, or his designee, to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's term and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to execute contracts to provide CHOEUR services and activities which include: 1) identifying uninsured children in hard-to-reach populations throughout Los Angeles County; 2) conducting targeted outreach to locate and contact children and their families utilizing a variety of strategic methods to find the targeted population, including seeking parents where they live, work, socialize, and/or access services; 3) consistent enrollment, utilization, and retention services; and 4) providing linkages and resources to additional services, including nutritional and housing assistance. DPH has provided these services to low- and middle-income children and families since 2003. These services assist families in accessing healthcare services and renewing their coverage at the appropriate times, thereby, retaining uninterrupted health coverage for the child(ren).

DPH has conducted a competitive solicitation process and as a result of that process is recommending approval to execute contracts with the 14 agencies that will replace current contracts upon expiration on June 30, 2013.

Approval of Recommendation 2 will allow DPH to execute sole source contracts with the Los Angeles Unified School District (LAUSD) and the Los Angeles County Office of Education (LACOE) because of their unique qualifications as public agencies with direct access to the target population. Specifically, these agencies provide school-based outreach, enrollment, utilization and retention services via LAUSD's Children's Health Access and Medical Programs (CHAMP). Additionally,

LAUSD'S CHAMP and LACOE allow County contractors access to schools and school districts with large numbers of uninsured students and families who are eligible for low-cost health programs, such as Medi-Cal and Healthy Kids. As the sole means to gain entrance to Los Angeles County school campuses and parents, contracting directly with LAUSD and LACOE ensures the linkage to school sites.

Additionally, DPH will execute sole source contracts with the Cities of Pasadena and Long Beach because they are the only health jurisdictions with authority to implement outreach and enrollment services with uninsured populations, in Pasadena and Long Beach. Pasadena and Long Beach have incorporated outreach and enrollment services into many other programs, including the Pasadena/Altadena Health Partnership, Young and Healthy, the Black Infant Health Program, the Comprehensive Perinatal Services Program (CPSP), and the Child Health and Disability Prevention (CHDP) Program. Each of the aforementioned programs provides an excellent link with the Healthy Kids Outreach Partnership.

Approval of Recommendation 3 will allow DPH to execute a sole source contract with Computer Therapy, LLC for the provision of technical assistance and training for DPH's CHOI web-based data collection system for CHOEUR contracted agencies. Computer Therapy, LLC will provide application support services to the recommended agencies in Categories 1 and 2 to ensure that all user training, troubleshooting, and technical assistance for the CHOI data system continues without interruption. (See below for further details regarding Categories 1 and 2.)

Since the inception of the CHOI database in 2001, Computer Therapy, LLC has played a key role in providing guidance in the programming necessary to allow for data collection, tracking, and reporting. Computer Therapy, LLC has specialized experience working with CHOI's web-based data collection system and an intimate understanding of the business process and data tracking needs of the CHOI program and the CHOEUR contracted agencies. Computer Therapy was initially subcontracted through a DPH contracted enrollment agency to provide the technical assistance and training for the initial CHOI database. In 2007, Computer Therapy, LLC was selected through a bidding process conducted under the Information Technology Support Services Master Agreement (ITSMAA) to provide business analysis support for the development of a web-based version of the CHOI system. The ITSMAA Work Order with Computer Therapy, LLC is slated to expire on June 30, 2013 and can no longer be extended. Therefore, ISD recommended that DPH contract directly with the Computer Therapy, LLC. It is imperative that DPH continue to contract with Computer Therapy, LLC as a disruption in technical support at this critical stage of system development and implementation would be highly detrimental to the success of this project.

Approval of Recommendation 4 will allow DPH to execute amendments to the contracts extending the terms; rollover unspent funds; internally reallocate funds between budgets up to 10 percent of the annual base maximum obligation, and/or increase or decrease funding up to 10 percent above or below the annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Approval of Recommendation 5 will allow DPH to execute change notices to the contracts that authorize modifications to or within budget categories within each budget, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total program cost for the 14 recommended contracts in Recommendation 1 is \$8,600,800 (\$4,300,400 for FY 2013-14 and \$4,300,400 for FY 2014-15), 100 percent offset by First 5 LA funding and MAA reimbursements, for the period of July 1, 2013 through June 30, 2015.

The total program cost for the four contracts in Recommendation 2 is \$1,134,528 (\$567,264 for FY 2013-14 and \$567,264 for FY 2014-15), 100% offset by First 5 LA funds and MAA reimbursements, for the period of July 1, 2013 through June 30, 2015.

The total program cost for the contract in Recommendation 3 with Computer Therapy, LLC is \$240,000 (\$120,000 for FY 2013-14 and \$120,000 for FY 2014-15), 100 percent offset by First 5 LA funds and MAA reimbursements, for the period of July 1, 2013 through June 30, 2015.

The annual funding from First 5 LA supports DPH staffing, DPH overhead, and CHOEUR contracted services and totals \$4,692,219. The annual MAA matching funding supplements the CHOEUR contracted services and DPH staff and totals \$1,034,554. The annual combined total CHOEUR program funding from First 5 LA and MAA is \$5,726,773, with First 5 covering 82% of the funding and MAA 18%.

There is no net County cost associated with this action.

Funding for these contracts is included in DPH's Proposed Budget for FY 2013-14 and will be included in future FY's, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On July 11, 2002, First 5 LA approved a \$100,000,000 allocation over five years for the development and implementation of the Healthy Kids Initiative for the State of California, from which Los Angeles County's Healthy Kids is derived. The program was developed to provide health coverage to children from birth to age five, with family incomes that do not exceed 300 percent of the Federal Poverty Level (FPL) and who are not eligible for Medi-Cal or Healthy Families. Consequently, on May 13, 2003, your Board approved an agreement with First 5 LA for the administration of the health coverage outreach, enrollment, utilization, and retention component of the Healthy Kids Initiative.

In July 2003, the County's DPH CHOI contracted with 15 agencies to provide health coverage Outreach, Enrollment, Utilization and Retention (OEUR) services to low-income children and their families in Los Angeles County. The existing contracts are slated to expire on June 30, 2013.

On January 12, 2012, the First 5 LA Commission approved the extension of the Healthy Kids Outreach Program through June 30, 2015, and designated DPH as the lead agency to administer the project. First 5 LA awarded funds to DPH for the purpose of increasing the number of children enrolled in Healthy Kids, Medi-Cal, Healthy Families, and other no/low cost health coverage programs. DPH in turn, will continue to allocate the direct services portion of this funding to

community agencies to provide OEUR services for uninsured children and families.

On November 29, 2012, the First 5 LA Commission voted to extend eligibility for the Healthy Kids insurance program to eligible children ages 0-5 whose household income does not exceed 400 percent of the FPL (previously program eligibility was up to 300 percent FPL). The Commission, DPH, and children's health stakeholders believe this extension will enable more moderate-income uninsured children to obtain coverage and help act as a bridge to health insurance for these families starting in 2014 through Covered California, the State Health Benefit Exchange.

Pursuant to Board Policy 5.100, on October 23, 2012, your Board was provided advance written notice of DPH's intent to enter into negotiations for Board-approved sole source contracts of \$250,000 or greater.

CIO has reviewed and recommends the request for approval of the actions related to the Computer Therapy, LLC contract. The contract contains all of the current County-required provisions, as well as certain applicable information technology provisions to protect the County, such as intellectual property indemnification, assessment of credits for late delivery, failure to correct deficiencies timely, and termination for default.

County Counsel has approved Exhibits I and II as to form. Attachment A is the CIO Analysis Report, Attachment B provides a list of the 14 recommended agencies, Attachment C provides a list of the five sole source contracts, Attachment D is the contracting opportunity announcement, Attachment E is the signed sole source checklist for the four contracts under Recommendation 2, and Attachment F is the signed sole source checklist for the Computer Therapy, LLC contract.

CONTRACTING PROCESS

On December 5, 2012, DPH released a Request for Proposals (RFP) to provide CHOEUR services in the following two categories: Category 1 - the provision of CHOEUR services by Service Planning Area (SPA), and Category 2 – county wide training and technical assistance for CHOEUR grantees in Category 1 and other enrollment agencies throughout the County. Proposers could submit proposals for one or both categories. The contracting opportunity announcement was posted on the LA County Online web-site (Attachment C), DPH's website, and a Notice of Intent to release the RFP was also sent by electronic mail to 150 vendors registered with DPH. A proposer's conference was held on December 19, 2012, with 39 potential proposers in attendance. DPH received 24 proposals (22 proposals for Category 1 and 2 proposals for Category 2) by the submission deadline. Proposals were reviewed by an evaluation committee that consisted of representatives from various programs within DPH and external panelists who are subject matter experts.

Proposals were evaluated in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009. As a result of the evaluation process, DPH is recommending contract award for 13 agencies under Category 1, and one agency under Category 2. The successful proposers received the highest score with consideration given to geographic distribution of funds and populations served. During contract negotiations, one agency in Category 1 declined a contract award. As a result, the remaining available funds were then offered to the agency with the next highest score with consideration given to geographic distribution of funds and populations served. DPH has obtained a Letter of Intent from each of the recommended proposers.

A debriefing was offered to the non-selected proposers. Six agencies requested and received a

debriefing. Three out of the six agencies submitted an Intent to Request a Proposed Contractor Solicitation Review (PCSR). No transmittal forms to request a PCSR were received by the deadline.

On July 12, 2007, Computer Therapy, LLC entered into a Work Order for the provision of information technology support services through ITSSMA. The existing ITSSMA Work Order with Computer Therapy, LLC has reached the customary time and funding limits for such Work Orders and is slated to expire on June 30, 2013.

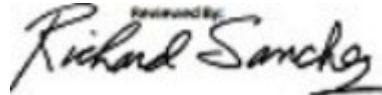
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to award new contracts for the continued provision of community-based Health Outreach, Enrollment, Utilization, and Retention services and activities to uninsured children and families in Los Angeles County.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer



RICHARD SANCHEZ
Chief Information Officer

JEF:sb:pem
BL#02607

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**CHILDREN’S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES**

**CHILDREN’S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES**

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CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES

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Contract No. _____

**CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES**

THIS CONTRACT is made and entered into this _____
day of _____, 2013,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, California Health and Safety Code Section 101030 requires the
County Health Officer to enforce and observe all orders, ordinances, rules, regulations
and statutes relating to the public health; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services, and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California and County to engage in the business of providing community-based outreach and enrollment services for Medi-Cal, Health Families, and other health coverage programs, as a means of increasing access to health care, further described hereunder; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS

Exhibits (A, B, C, D, E, F, and G) are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work

Exhibit B – Scope of Work

Exhibit C – Schedule(s)

Exhibit D – Contractor's EEO Certification

Exhibit E1 - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit E2 - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Unique Exhibits

Exhibit F – Charitable Act Compliance

Exhibit G - Contractor's Assignment and Transfer of Copyright

2. DESCRIPTION OF SERVICES

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), and Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT

The term of this Contract shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to two (2)

additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of four (4) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term. At the conclusion of the four year period, the County shall have the option to extend the term on a six (6) month-to-month basis not to exceed, in aggregate, a maximum total contract term of four (4) years, six (6) months. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Department.

In any event, this Contract may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of the Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Contract or any written directions by or on behalf of County issued pursuant hereto, shall constitute a material breach hereto, and this Contract may be terminated by County immediately. County's failure to exercise this right to termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Paragraph 21 NOTICES.

4. **MAXIMUM OBLIGATION OF COUNTY**

A. Effective July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____(\$____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____(\$____), as set forth in Exhibit C-2 attached hereto and incorporated herein by reference.

C. Contractor shall use such funds only to pay for CHOEUR contract budgeted expenses as set forth in the Exhibit C attached hereto, and only to the extent that such funds are reimbursable to the County.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

G. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five

percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21 NOTICES.

H. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and B elsewhere hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30)

calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. The Contractor's monthly report shall accompany the Contractor's invoice and shall contain the information set forth in Exhibit B – SOW describing the performed tasks, deliverables, good, services, work hours, facility and/or other work for which payment is claimed.

E. Billings shall be submitted directly to DPH – CHOI under Paragraph 21 NOTICES.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County. If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County

within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs 5A through 5D immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld

claims will be used to pay all outstanding delinquent amounts and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly. I. County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

J. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 10 percent of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the

following: (a) if additional monies are available from federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term. All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each schedule, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such

funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed

by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation and/or an increase or decrease in funding up to **10** percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to **10** percent of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of

Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit E1.

E. Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit E2.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S

OFFERS OF EMPLOYMENT:

To the degree permitted by Contractor's Contracts with its collective bargaining units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

10. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

- (1) "Breach" has the same meaning as the term "breach" in

45 C.F.R. §164.402.

(2) “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.

(3) “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be

transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.

Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

(9) "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on

behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(10) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of

information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Contract.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health

Information. Business Associate:

- a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Contract;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health

Information. Business Associate:

- a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the

Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information.

Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected

Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law. Shall report to Covered Entity each Security Incident of which Business Associate becomes aware. Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c., the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

ii. The notification required by section B (4) shall include, to the extent possible, all information required

to provide notification to the Individual under 45

C.F.R.164.404(c), including:

- (a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (f) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is In writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach
- b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:

- i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- iii. Any steps the Individual should take to protect

him or herself from potential harm resulting from the Breach;

iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the

Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. §164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business

Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations. However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both. Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six

(6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY

Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of

the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Contract.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

b. Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible; or

c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

a. Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Contract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS

(1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Contract, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Contract.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

11. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold

harmless County and its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Public Health
Contracts Monitoring Unit
5555 Ferguson Drive, Suite 210
Los Angeles, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or

property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in

Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to

reduce or eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any

approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate

Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. Coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – Policy Limit:	\$1 Million
Disease – Each Employee:	\$1 Million

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards,

and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel

identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the

Internet (i.e. electronic mail ["e-mail"], upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State,

or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books,

documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor. County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine

Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist

Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

16. UNIQUE TERMS AND CONDITIONS

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

16B. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- (1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to

notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

16C. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- (1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

16D. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

A. The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure,

and shall support the Contractor's defense and settlement thereof.

B. In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- (1) Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- (2) Replace the questioned equipment, part, or software product with a non-questioned item; or
- (3) Modify the questioned equipment, part, or software so that it is free of claims.

C. The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

17. ADDITIONAL PROVISIONS

Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

18. CONSTRUCTION

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS

To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES:

Contractor's office is located at _____ Contractor's business telephone number is () __, facsimile (FAX) number is () __, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES

Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by

County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Children's Health Outreach Initiatives (CHOI)
600 S. Commonwealth Ave., Room 805
Los Angeles, CA 90005
Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention: Division Chief

B. Invoices shall be submitted to the following address:

Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention: Division Chief

C. Notices to Contractor shall be addressed as follows:

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor
By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division
CTRev. 10-23-12

**STATEMENT OF WORK
COMPUTER THERAPY, LLC**

**CHILDREN'S HEALTH OUTREACH,
ENROLLMENT, UTILIZATION AND RETENTION**

1. **DEFINITION** Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include, but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination.
2. **PERSONS TO BE SERVED**
 - A. CHOEUR services shall be provided in Los Angeles County.
 - B. Contractor shall provide services to uninsured children in Los Angeles County ages 0-18 and their families who may be eligible for Healthy Kids, Medi-Cal, Healthy Families and other no/low-cost health coverage programs (in accordance with Exhibit B, Scope of Work, attached hereto and incorporated herein by reference).
 - C. CHOEUR services shall be provided to individuals who may be eligible for Healthy Kids, Medi-Cal, Healthy Families or other no/low-cost health coverage programs who reside in ENTER SPECIFIC GEOGRAPHIC AREA(S) of Los Angeles County.
3. **SERVICE DELIVERY SITE(S)** Contractor's facility(ies) where services are to be provided hereunder are located at:

ENTER ADDRESS OR SPECIFIC COMMUNITY LOCATIONS WHERE

SERVICES WILL BE CONDUCTED.

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (DPH). Contractor shall request approval from DPH in writing a

EXHIBIT A
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minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide CHOEUR services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in Termination for Default as specified in Paragraph 68 of Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR services in accordance with Exhibit C, Schedule(s).

5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer

individuals providing services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein by reference.

- B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Contract; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify DPH's authorized designee in writing prior to filling said vacancy.

6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in the Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training of CHOEUR staff. Staff Development and training shall include, but not be limited to, DPH approved CORE Comprehensive Training and periodic health coverage program reviews and updates.
- B. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) and names of attendees and titles.
- C. Contractor shall document training activities in the monthly report to DPH.

7. DPH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the DPH Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the DPH data system. Contractor/Subcontractor staff using the DPH CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact DPH immediately so that DPH can delete this administrative account and assign a new administrative account.

8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract may be used by either Contractor or County both during and subsequent to the term of this Contract.
- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

9. REPORTS

Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the DPH data system and submit this monthly report to DPH no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DPH or specified report as requested by DPH.
- B. Quarterly Reports: Contractor shall submit to DPH a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to DPH an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

11. QUALITY IMPROVEMENT

Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Contract its written Quality Improvement (QI) Plan. The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

12. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

Contractor shall perform Medi-Cal administrative activities on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development. Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and DPH approved outreach and health education materials) as required by DPH.

EXHIBIT B

SCOPE OF WORK

Sample Scope of Work for Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits. Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION															
<p>* Service Planning Area(s) must be specified</p> <p>1.1 By June 30, 2014, Contractor (and subcontractor) will have successfully engaged a minimum of ### (insert number) of the target population in Service Planning Area(s) ### (insert SPAs) through an outreach/in-reach contact.</p> <p>For Agencies w/ Subcontractors, specify target & SPAs:</p> <table><tr><td>Agency Name</td><td>SPA(s)</td><td>Numbers</td></tr><tr><td>Contractor (Lead Agency)</td><td>###</td><td>####</td></tr><tr><td>Subcontractor A</td><td>###</td><td>####</td></tr><tr><td>Subcontractor B</td><td>###</td><td>####</td></tr><tr><td>Total (Must equal total above)</td><td>###</td><td>####</td></tr></table> <p><u>"Successfully engaged"</u> is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An <u>"outreach or in-reach contact"</u> is defined as speaking directly either in person or by telephone with a client or potential client(s) for <u>at least eight (8) minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPA(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.</p>	Agency Name	SPA(s)	Numbers	Contractor (Lead Agency)	###	####	Subcontractor A	###	####	Subcontractor B	###	####	Total (Must equal total above)	###	####	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>8/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to DPH</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports. on file.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
Agency Name	SPA(s)	Numbers																
Contractor (Lead Agency)	###	####																
Subcontractor A	###	####																
Subcontractor B	###	####																
Total (Must equal total above)	###	####																

Sample Scope of Work for Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits. Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION															
<p>* Service Planning Area(s) must be specified</p> <p>2.1 June 30, 2014, Contractor (and subcontractor) will have completed applications for a minimum of ### clients (<i>insert number</i>) within Service Planning Area(s) ### (<i>insert SPAs</i>) for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table><tr><th>Agency Name</th><th>SPA(s)</th><th>Numbers</th></tr><tr><td>Contractor (Lead Agency)</td><td>###</td><td>####</td></tr><tr><td>Subcontractor A</td><td>###</td><td>####</td></tr><tr><td>Subcontractor B</td><td>###</td><td>####</td></tr><tr><td>Total (Must equal total above)</td><td>###</td><td>####</td></tr></table> <p>"Completed applications" is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS.</p> <p>"Referrals" are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.</p>	Agency Name	SPA(s)	Numbers	Contractor (Lead Agency)	###	####	Subcontractor A	###	####	Subcontractor B	###	####	Total (Must equal total above)	###	####	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p> <p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>8/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>8/1/13-6/30/14</p> <p>7/1/13-6/30/14</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p> <p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>
Agency Name	SPA(s)	Numbers																
Contractor (Lead Agency)	###	####																
Subcontractor A	###	####																
Subcontractor B	###	####																
Total (Must equal total above)	###	####																

Sample Scope of Work for Category 1
 Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits. Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2014, Contractor (and subcontractor) will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p><u>"Investigated enrollment status"</u> is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS/IVR/IEVS). This objective documents agency effort to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8/1/13–6/30/14</p> <p>7/1/13 – 6/30/14</p> <p>7/1/13-6/30/14</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2014, Contractor (and subcontractor) will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents enrollment outcome.</p> <p><u>"Confirmed enrollment"</u> is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>7/1/13 – 6/30/14</p> <p>7/1/13-6/30/14</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work for Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits. Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION										
<p>3.1 By June 30, 2014, Contractor (and subcontractor) will provide ongoing assistance to ### (insert number) clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <table><tr><td><u>Agency Name</u></td><td><u>Numbers</u></td></tr><tr><td>Contractor (Lead Agency)</td><td>####</td></tr><tr><td>Subcontractor A</td><td>####</td></tr><tr><td>Subcontractor B</td><td>####</td></tr><tr><td>Total (Must equal total above)</td><td>####</td></tr></table> <p>“Ongoing assistance” is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<u>Agency Name</u>	<u>Numbers</u>	Contractor (Lead Agency)	####	Subcontractor A	####	Subcontractor B	####	Total (Must equal total above)	####	<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>8/1/13-6/30/14</p> <p>7/1/13 - 6/30/14</p> <p>7/1/13 - 6/30/14</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<u>Agency Name</u>	<u>Numbers</u>												
Contractor (Lead Agency)	####												
Subcontractor A	####												
Subcontractor B	####												
Total (Must equal total above)	####												
<p>3.2 By June 30, 2014, Contractor (and subcontractor) will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>“Offer utilization assistance” is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH CHOI database.</p>	<p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>4/1/13-6/30/14</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>										

Sample Scope of Work for Category 1
 Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits. Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2014, Contractor (and subcontractor) will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>“Offer redetermination assistance” is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via CHOI database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>4.2 By June 30, 2014, Contractor (and subcontractor) will provide redetermination assistance to clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor.</p> <p>“Provide redetermination assistance” is defined as helping clients to complete health insurance re-certification/renewal paperwork.</p>	<p>4.2a Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.2b Enter data from CHOI approved Intake Form into CHOI database data system.</p>	<p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p>	<p>4.2a Completed forms will be kept on file.</p> <p>4.2b CHOI data system will be queried to generate number of “non-agency” clients receiving redetermination assistance in monthly reports submitted to DPH.</p>

Sample Scope of Work for Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2014, Contractor (and subcontractor) will have a minimum of 65% retention rate at 14 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p><u>"Retention rate" is defined as the number of clients who are still enrolled 14 months after submission of application. "Sample" is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by DPH) who are contacted by Contractor 14 months later to determine enrollment status.</u></p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>8/1/13 – 6/30/14</p> <p>DPH will determine the date to conduct the 14-month Retention Survey</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>
<p>6.1 By June 30, 2014, Contractor (and subcontractor) will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p><u>"Enter data" is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</u></p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry AND participate in all DPH required and uninitiated data meetings, updates, and discussions.</p> <p>6.1c Enter data into CHOI database</p> <p>6.1d Run monthly report and send signed copy to DPH.</p> <p>6.1e Ensure DPH-approved latest forms and documents are utilized and on file.</p>	<p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13-6/30/14</p> <p>7/1/13 – 6/30/14</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p> <p>6.1e Maintain latest forms and documents on file.</p>

Contractor: Agency NameContract #:

Sample Scope of Work for Category 1
 Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.1 By June 30, 2014, Contractor (and subcontractor) will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>"Fully trained" is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p> <p>7.1b Contractor and subcontractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.</p>	<p>7/1/13 – 6/30/14</p> <p>7/1/13 – 6/30/14</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to DPH.</p> <p>7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to DPH.</p>
<p>8.1 By June 30, 2014, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>"Participate" is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors' monthly meetings.</p>	<p>7/1/13-6/30/14</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work for Category 1
 Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2014, Contractor (and subcontractor) will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors' activities and special projects. 9.1b Contractor and subcontractor staff shall attend DPH training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county. 9.1c Contractor and subcontractor staff shall utilize CHOI data system and work with DPH to identify implementation barriers.	7/1/13-6/30/14 7/1/13-6/30/14 7/1/13-6/30/14	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file. 9.1b Document attendance in monthly reports submitted to DPH 9.1c Document utilization and participation in monthly reports submitted to DPH.
10.1 By June 30, 2014, Contractor (and subcontractor) will conduct 100% of Quality Improvement Plan (QIP) Activities	10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services. 10.1b Conduct QIP activities.	8/1/13-6/30/14 7/1/13-6/30/14	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file. 10.1b Document QIP activities in monthly reports to DPH.

Contractor: Agency NameContract #:

Sample Scope of Work for Category 1
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Fiscal Year 2013-2014

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MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
For Contractors with Subcontractors: 11.1 By June 30, 2014, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times. 11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list. 11.1c Conduct annual contract monitoring 11.1.d Prepare Reports of Findings and approve subcontractors' corrective action responses.	7/1/13-6/30/14 1/1/14-6/30/14 1/1/14-6/30/14 3/1/14-6/30/14	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH. 11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list. 11.1c Completed contract monitoring tools and documentation will be kept on file. 11.1d Completed documentation of correction action materials will be kept on file.

Sample Scope of Work for Category 1
 Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
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Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits. Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>12.1 By June 30, 2014, Contractor will ensure that 100% of funded staff participates in the Medi-Cal Administrative Activities (MAA) reimbursement program, as allowed by law.</p> <p>Contractor (and subcontractor) staff funded through this County agreement will attend MAA training(s) as scheduled and complete MAA time survey(s) as allowed/required by the State or County.</p>	<p>12.1 Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members' complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's time completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys. Submit the following to DPH: the survey form, employee time card and time card correction form, Time Survey Packet Review Form, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials as required by CHOI.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>As Scheduled</p> <p>As Scheduled</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p>	<p>12.1 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>Copies of time survey forms, time cards, time card correction forms, Time Survey Packet Review Forms, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>Contractor staff members will be available for interviews during audit period.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION															
<p>* Service Planning Area(s) must be specified</p> <p>1.1 By June 30, 2015, Contractor (and subcontractor) will have successfully engaged a minimum of ### (<i>insert number</i>) of the target population in Service Planning Area(s) ### (<i>insert SPAs</i>) through an outreach/in-reach contact.</p> <p>For Agencies w/ Subcontractors, specify target & SPAs:</p> <table><tr><td><u>Agency Name</u></td><td><u>SPA(s)</u></td><td><u>Numbers</u></td></tr><tr><td>Contractor (Lead Agency)</td><td>###</td><td>####</td></tr><tr><td>Subcontractor A</td><td>###</td><td>####</td></tr><tr><td>Subcontractor B</td><td>###</td><td>####</td></tr><tr><td>Total (Must equal total above)</td><td>###</td><td>####</td></tr></table> <p><u>"Successfully engaged"</u> is defined as having documented agency outreach contacts (see Implementation Activities 1.1d and Methods of Evaluating Objectives 1.1c)</p> <p>An <u>"outreach or in-reach contact"</u> is defined as speaking directly either in person or by telephone with a client or potential client(s) for <u>at least eight (8) minutes</u> to publicize available health care options and services. Outreach contacts may include education, promotion, presentations, and informational activities and may be to individuals or groups of people who may be clients, potential clients or personnel with access to potential clients (school staff, WIC sites, CBO staff, etc.). Contractor must ensure to not limit outreach activities within own agency/clinic but rather provide appropriate comprehensive outreach efforts outside of own agency to ensure that proposed geographic areas/SPA(s) are targeted accordingly and maximize all outreach opportunities to low income families and their children.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor (Lead Agency)	###	####	Subcontractor A	###	####	Subcontractor B	###	####	Total (Must equal total above)	###	####	<p>1.1a Develop, or review and revise, outreach protocol including: outreach contact forms/event summary sheets, sign-in sheets, and educational materials. Outreach and educational materials shall be culturally and linguistically appropriate and include information regarding Medi-Cal, Healthy Families and other no or low-cost health programs. Submit to County of Los Angeles Department of Public Health (DPH) for approval.</p> <p>1.1b Schedule outreach and maintain a list or calendar of sites, dates, and times.</p> <p>1.1c Conduct outreach at events (e.g., presentations, fairs, etc.) and complete event summaries. Event summaries to include site, date, name of outreach worker(s), flyers, number of individuals contacted, sign-in sheets, if appropriate, and materials presented.</p> <p>1.1d Conduct outreach (e.g., telephone outreach, walk-ins, etc.) and maintain contact documentation including but not limited to: sites, dates, name of outreach worker(s), number of individuals contacted, family name/identifier.</p> <p>1.1e Enter documentation of outreach numbers into CHOI database.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>1.1a DPH letters of approval and materials will be kept on file.</p> <p>1.1b Documents will be kept on file and summary of events will be submitted with monthly reports to DPH</p> <p>1.1c Completed documents will be kept on file and number of participants will be reported to DPH in monthly reports.</p> <p>1.1d Completed documentation will be kept on file and number of participants will be reported to DPH in monthly reports. on file.</p> <p>1.1e Data system will be queried to generate outreach numbers.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																
Contractor (Lead Agency)	###	####																
Subcontractor A	###	####																
Subcontractor B	###	####																
Total (Must equal total above)	###	####																

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION															
<p>* Service Planning Area(s) must be specified</p> <p>2.1 June 30, 2015, Contractor (and subcontractor) will have completed applications for a minimum of ### clients (<i>insert number</i>) within Service Planning Area(s) ### (<i>insert SPAs</i>) for Healthy Kids, Medi-Cal, Healthy Families and other no/low cost plans. Contractor will also provide clients with referrals to appropriate health programs or health agencies.</p> <p>For Agencies with Subcontractors, specify target and Service Planning Area(s).</p> <table><tr><th><u>Agency Name</u></th><th><u>SPA(s)</u></th><th><u>Numbers</u></th></tr><tr><td>Contractor (Lead Agency)</td><td>###</td><td>####</td></tr><tr><td>Subcontractor A</td><td>###</td><td>####</td></tr><tr><td>Subcontractor B</td><td>###</td><td>####</td></tr><tr><td>Total (Must equal total above)</td><td>###</td><td>####</td></tr></table> <p><u>"Completed applications"</u> is defined as assisting clients to fill out health insurance applications line-by-line, through in-person, telephone assistance or electronic submission. It may also be defined as providing in-depth assistance (troubleshooting) toward facilitating enrollments for clients whose applications were unsuccessfully completed by another agency or DPSS."</p> <p><u>"Referrals"</u> are defined as referring clients in person or by telephone for services to other health programs (i.e. Healthy Way LA, CCS, Community Partners, Health Benefit Exchange, DPH, early detection programs, legal services for health issues, etc.). Does not include referrals for shelter, food, and other non-direct medical needs.</p>	<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>	Contractor (Lead Agency)	###	####	Subcontractor A	###	####	Subcontractor B	###	####	Total (Must equal total above)	###	####	<p>2.1a Develop, or review and revise, enrollment protocol. Submit to DPH for approval.</p> <p>2.1b Conduct enrollment activities utilizing DPH approved client intake form.</p> <p>2.1c Enter data from DPH approved forms into CHOI data system utilizing appropriate codes.</p> <p>2.1d Develop, or review and revise, referral protocol and submit to DPH for approval.</p> <p>2.1e Screen and refer clients for appropriate services. Document referral information with appropriate codes on client intake form or appropriate DPH approved forms.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>8/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>2.1a DPH letters of approval and materials will be on file.</p> <p>2.1b Completed materials (i.e. client intake and enrollment documents) will be kept on file and number of participants documented in monthly reports to DPH. Printed documents of electronically submitted applications will be made available upon DPH request.</p> <p>2.1c For monthly reports, DPH data system will be queried to generate number of applications submitted.</p> <p>2.1d DPH letters of approval on file.</p> <p>2.1e Maintain client intake forms with services/program referral information.</p>
<u>Agency Name</u>	<u>SPA(s)</u>	<u>Numbers</u>																
Contractor (Lead Agency)	###	####																
Subcontractor A	###	####																
Subcontractor B	###	####																
Total (Must equal total above)	###	####																

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>2.2 By June 30, 2015, Contractor (and subcontractor) will have investigated enrollment status within three months of application completion date on a minimum of 100% of clients for whom agency assisted with or facilitated applications as measured in Objective 2.1.</p> <p><u>"Investigated enrollment status"</u> is defined as 1) attempted contact with clients within three months of application completion date to find out whether or not client has received insurance card or 2) checking status with appropriate insurer through telephone or computer (e.g. MEDS/AEVS/IVR/IEVS). This objective documents agency effort to ascertain enrollment status. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>2.2a Develop, or review and revise, enrollment verification protocol. Submit to DPH for approval.</p> <p>2.2b Conduct enrollment verification and troubleshooting using DPH approved enrollment verification and troubleshooting forms.</p> <p>2.2c Enter data from DPH approved forms into CHOI data system.</p>	<p>8/1/14–6/30/15</p> <p>7/1/14 – 6/30/15</p> <p>7/1/14-6/30/15</p>	<p>2.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>2.2b Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.2c DPH data system will be queried to generate number of clients for whom enrollment status has been investigated in monthly reports submitted to DPH.</p>
<p>2.3 By June 30, 2015, Contractor (and subcontractor) will have confirmed enrollment on 75% of client applications assisted with or facilitated by Contractor as measured in Objective 2.1.</p> <p>This objective documents enrollment outcome.</p> <p><u>"Confirmed enrollment"</u> is defined as: 1) client has stated that they received notification from insurer or 2) appropriate insurer or computer system has verified that client has been successfully enrolled.</p>	<p>2.3a Document dates of enrollment follow-up and enrollment status on enrollment verification and troubleshooting form.</p> <p>2.3b Enter data from DPH approved forms into CHOI database</p>	<p>7/1/14 – 6/30/15</p> <p>7/1/14-6/30/15</p>	<p>2.3a Completed client enrollment verification and troubleshooting forms/reports will be kept on file.</p> <p>2.3b CHOI data system will be queried to generate number of clients who have been confirmed enrolled in monthly reports submitted to DPH.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION										
<p>3.2 By June 30, 2015, Contractor (and subcontractor) will provide ongoing assistance to ### (insert number) clients experiencing problems with enrollment, utilizing benefits, or retention.</p> <table><tr><td><u>Agency Name</u></td><td><u>Numbers</u></td></tr><tr><td>Contractor (Lead Agency)</td><td>####</td></tr><tr><td>Subcontractor A</td><td>####</td></tr><tr><td>Subcontractor B</td><td>####</td></tr><tr><td>Total (Must equal total above)</td><td>####</td></tr></table> <p>“Ongoing assistance” is defined as in-depth troubleshooting or problem solving designed to help clients overcome barriers to health insurance enrollment, utilization, or retention. Assistance may be provided to 1) clients who originally applied with Contractor or 2) clients who submitted applications with another agency or DPSS but have requested assistance from Contractor. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<u>Agency Name</u>	<u>Numbers</u>	Contractor (Lead Agency)	####	Subcontractor A	####	Subcontractor B	####	Total (Must equal total above)	####	<p>3.1a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.1b Conduct troubleshooting/problem solving for clients. Document results on appropriate forms.</p> <p>3.1c Enter data from DPH approved forms into CHOI database.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14 - 6/30/15</p> <p>7/1/14 - 6/30/15</p>	<p>3.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.1b Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.1c CHOI database will be queried to generate numbers of clients receiving ongoing assistance in monthly reports submitted to DPH.</p>
<u>Agency Name</u>	<u>Numbers</u>												
Contractor (Lead Agency)	####												
Subcontractor A	####												
Subcontractor B	####												
Total (Must equal total above)	####												
<p>3.2 By June 30, 2015, Contractor (and subcontractor) will offer utilization assistance at 4-6 months to 70% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled</p> <p>“Offer utilization assistance” is defined as attempting to contact 100% of clients and making successful contact with 70% of clients either in-person or by telephone to determine whether benefits have been utilized.</p>	<p>3.2a Develop, or review and revise, utilization protocol and submit to DPH for approval.</p> <p>3.2b. Conduct utilization assistance and document results on utilization forms using the appropriate codes.</p> <p>3.2c. Enter data from DPH approved utilization forms into DPH CHOI database.</p>	<p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>4/1/14-6/30/15</p>	<p>3.2a Letter(s) of DPH approval and materials will be kept on file.</p> <p>3.2b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH.</p> <p>3.2c. DPH data system will be queried to generate number of clients offered utilization assistance at 4-6 months in monthly reports submitted to DPH.</p>										

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
 Children’s Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>4.1 By June 30, 2015, Contractor (and subcontractor) will offer redetermination assistance at 11-12 months to 65% of clients whose applications were assisted or facilitated by Contractor in Objective 2.1 and were confirmed enrolled.</p> <p>“Offer redetermination assistance” is defined as attempting to contact 100% of clients and making successful contact with 65% of clients either in-person or by telephone to determine whether redetermination assistance is desired. A minimum of three (3) attempted calls must be made and documents unless successful contact has been made.</p>	<p>4.1a Develop, or review and revise, redetermination protocol and submit to DPH for approval.</p> <p>4.1b. Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.1c. Enter data from DPH approved redetermination forms into CHOI database.</p>	<p>8/1/14-6/30/15</p> <p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>4.1a Letter(s) of DPH approval and materials will be kept on file.</p> <p>4.1b. Completed forms will be kept on file and number of participants will be documented in monthly reports to DPH via CHOI database.</p> <p>4.1c. CHOI data system will be queried to generate number of clients offered redetermination assistance at 11-12 months in monthly reports submitted to DPH.</p>
<p>4.2 By June 30, 2015, Contractor (and subcontractor) will provide redetermination assistance to clients who submitted their original application elsewhere, but have requested redetermination assistance from Contractor.</p> <p>“Provide redetermination assistance” is defined as helping clients to complete health insurance re-certification/renewal paperwork.</p>	<p>4.2a Conduct redetermination assistance and document results on redetermination forms using the appropriate codes.</p> <p>4.2b Enter data from CHOI approved Intake Form into CHOI database data system.</p>	<p>7/1/14-6/30/15</p> <p>7/1/14-6/30/15</p>	<p>4.2a Completed forms will be kept on file.</p> <p>4.2b CHOI data system will be queried to generate number of “non-agency” clients receiving redetermination assistance in monthly reports submitted to DPH.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>5.1 By June 30, 2015, Contractor (and subcontractor) will have a minimum of 65% retention rate at 15 months for a sample of clients who submitted applications and were confirmed enrolled (Objective 2.1)</p> <p><u>"Retention rate"</u> is defined as the number of clients who are still enrolled 15 months after submission of application. <u>"Sample"</u> is defined as a subset of clients who applied over a defined period (month and guidelines to be determined by DPH) who are contacted by Contractor 15 months later to determine enrollment status.</p>	<p>5.1a Develop, or review and revise, retention protocol. Submit to DPH for approval</p> <p>5.1b. Conduct retention activities and document results on retention verification documents.</p> <p>5.1c Submit data from retention verification documents to DPH.</p>	<p>8/1/14 – 6/30/15</p> <p>DPH will determine the date to conduct the 15-month Retention Survey</p>	<p>5.1a Letters of DPH approved materials will be kept on file.</p> <p>5.1b Completed retention verification document will be kept on file and results submitted to DPH as required.</p> <p>5.1c DPH will compute contractor retention rate and report summary of results to Contractor.</p>
<p>6.1 By June 30, 2015, Contractor (and subcontractor) will enter data on program participants into CHOI database system to monitor, facilitate, and evaluate health insurance enrollment and retention.</p> <p><u>"Enter data"</u> is defined as directly entering required data elements into the DPH web-based data system available to all contractors.</p>	<p>6.1a Contractor will install any necessary computer hardware or software in order to access the Internet.</p> <p>6.1b Ensure that appropriate staff are trained on data entry AND participate in all DPH required and uninitiated data meetings, updates, and discussions.</p> <p>6.1c Enter data into CHOI database</p> <p>6.1d Run monthly report and send signed copy to DPH.</p> <p>6.1e Ensure DPH-approved latest forms and documents are utilized and on file.</p>	<p>7/1/14- 6/30/15</p> <p>7/1/14- 6/30/15</p> <p>7/1/14- 6/30/15</p> <p>7/1/14- 6/30/15</p> <p>7/1/14 – 6/30/15</p>	<p>6.1a Contractor will demonstrate the ability to access the Internet.</p> <p>6.1b Documentation of training and issuance of username and password for data input.</p> <p>6.1c CHOI Database</p> <p>6.1d Maintain copies of signed monthly reports on file.</p> <p>6.1e Maintain latest forms and documents on file.</p>

Contractor: Agency Name

Contract #:

Sample Scope of Work – Category 1
Children’s Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>7.1 By June 30, 2015, Contractor (and subcontractor) will ensure that 100% of enrollment staff, including staff at subcontracting agencies, are fully trained to provide outreach, enrollment, utilization and retention services.</p> <p>“Fully trained” is defined as participation in DPH required and approved trainings and any pertinent programmatic updates for staff providing services. Additional DPH process trainings (e.g., DPH forms and data system updates) may be required as necessary.</p>	<p>7.1a Attend all required DPH approved trainings. A list of required trainings will be provided to Contractors by DPH.</p> <p>7.1b Contractor and subcontractor enrollment staff shall attend update trainings for new or changed initiatives/programs as required or at a minimum, every 2 years.</p>	<p>7/1/14 – 6/30/15</p> <p>7/1/14 – 6/30/15</p>	<p>7.1a Maintain certificates of attendance in employee files. Document names of new staff attending the required trainings in the monthly reports to DPH.</p> <p>7.1b Maintain certificates of attendance in employee files. Document names of staff attending updated trainings in the monthly reports to DPH.</p>
<p>8.1 By June 30, 2015, Contractor will participate in a minimum of 80% of the convened monthly contractor meetings.</p> <p>“Participate” is defined as attendance by at least one representative from the contracting agency.</p>	<p>8.1a Attend Contractors’ monthly meetings.</p>	<p>7/1/14-6/30/15</p>	<p>8.1a Document names of individuals attending monthly Contractor meeting in monthly reports to DPH.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children’s Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
9.1 By June 30, 2015, Contractor (and subcontractor) will support, implement, and participate in 100% of the outreach, enrollment, utilization, and retention required evaluation activities including assisting in routine and/or piloted data and tracking projects related to the CHOI data system or other electronic application submission system(s).	9.1a Contractor and subcontractor staff shall work with DPH for compilation of data, review of outreach efforts, and tracking subcontractors’ activities and special projects. 9.1b Contractor and subcontractor staff shall attend DPH training on CHOI data system and other electronic application submission system(s) implemented in Los Angeles county. 9.1c Contractor and subcontractor staff shall utilize CHOI data system and work with DPH to identify implementation barriers.	7/1/14-6/30/15 7/1/14-6/30/15 7/1/14-6/30/15	9.1a Maintain all materials/tools, records of workload reports, enrollment figures and data on file. 9.1b Document attendance in monthly reports submitted to DPH 9.1c Document utilization and participation in monthly reports submitted to DPH.
10.1 By June 30, 2015, Contractor (and subcontractor) will conduct 100% of Quality Improvement Plan (QIP) Activities	10.1a Develop, or review and revise, a QIP describing a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services. 10.1b Conduct QIP activities.	8/1/14-6/30/15 7/1/14-6/30/15	10.1a Submit QIP to DPH for approval. Letter of QIP approval will be maintained on file. 10.1b Document QIP activities in monthly reports to DPH.

Contractor: Agency Name

Contract #:

Sample Scope of Work – Category 1
Children’s Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
For Contractors with Subcontractors: 11.1 By June 30, 2015, Contractor will conduct a minimum of one site visit and one annual contract monitoring to each subcontractor.	11.1a Schedule site visits and maintain list of site, dates, and times. 11.1b Conduct site visit utilizing check list provided by DPH and maintain monitoring visit check list. 11.1c Conduct annual contract monitoring 11.1.d Prepare Reports of Findings and approve subcontractors’ corrective action responses.	7/1/14-6/30/15 1/1/15-6/30/15 1/1/15-6/30/15 3/1/15-6/30/15	11.1a Completed materials will be kept on file. Schedule of site visit shall be submitted with monthly reports to DPH. 11.1b Completed materials will be kept on file including sign-in sheets and completed DPH monitoring visit check list. 11.1c Completed contract monitoring tools and documentation will be kept on file. 11.1d Completed documentation of correction action materials will be kept on file.

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 1
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S) AND DOCUMENTATION
<p>12.1 By June 30, 2015, Contractor will ensure that 100% of funded staff participates in the Medi-Cal Administrative Activities (MAA) reimbursement program, as allowed by law.</p> <p>Contractor (and subcontractor) staff funded through this County agreement will attend MAA training(s) as scheduled and complete MAA time survey(s) as allowed/required by the State or County.</p>	<p>12.1 Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members' complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's time completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys. Submit the following to DPH: the survey form, employee time card and time card correction form, Time Survey Packet Review Form, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials as required by CHOI.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>As Scheduled</p> <p>As Scheduled</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p>	<p>12.2 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>Copies of time survey forms, time cards, time card correction forms, Time Survey Packet Review Forms, Secondary Documentation Forms and supporting verification documents (e.g., CHOI forms, data system printouts, agendas, event summaries); and DPH approved outreach and health education materials will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>Contractor staff members will be available for interviews during audit period.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 2
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>1.1 By 6/30/14, Contractor shall provide a minimum of XX trainings totaling a minimum of XXX hours with a minimum of XXXX individuals trained (## to ## attendees per training). Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules:</p> <p>1. Type of Training Module: _____</p> <p>2. Type of Training Module: _____</p> <p>3. Type of Training Module: _____</p> <p>4. Type of Training Module: _____</p> <p>5. Type of Training Module: _____</p> <p><i>(Note: Objective 1.2 = Optional for Contractor with a Subcontractor)</i></p> <p>1.2 By 6/30/14, Subcontractor _____ shall provide a minimum of XX trainings totaling a minimum of XXX hours with a minimum of XXXX individuals trained (## to ## attendees per training). Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules:</p> <p>1. Type of Training Module: _____</p> <p>2. Type of Training Module: _____</p> <p>3. Type of Training Module: _____</p> <p>4. Type of Training Module: _____</p> <p>5. Type of Training Module: _____</p>	<p>1.1a Develop/Update training curricula for each of the ## training modules, training manuals and post-tests and develop curriculum for new programs. Training curricula will include but not be limited to public and private health program outreach, enrollment and retention/intervention strategies. Submit to DPH for approval.</p> <p>1.1b Schedule trainings and maintain a calendar of training modules requested, sites, dates and times.</p> <p>1.1c Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable).</p> <p>1.2a Subcontractor Update Comprehensive Training curricula, training manual, education pamphlets/information sheets and post-tests and develop curriculum for new programs. Submit to DPH for approval.</p> <p>1.2b Subcontractor will coordinate and schedule own trainings. A calendar of the training sites, dates and times will be kept on file with both primary contractor and subcontractor.</p> <p>1.2 c Subcontractor will conduct trainings and obtain sign-in sheets and post-tests; Primary contractor will be provided with original documentation.</p>	<p>9/1/ 2013 - 6/30/14</p> <p>7/1/2013 - 6/30/14</p> <p>7/1/2013 - 6/30/14</p> <p>7/1/2013 - 6/30/14</p> <p>7/1/ 2013 - 6/30/14</p> <p>7/1/ 2013 - 6/30/14</p>	<p>1.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p> <p>1.1b Master calendar will be kept on file and made available upon site visit by DPH.</p> <p>1.1c Documents (i.e. Sign-in Sheets) will be kept on file and number of participants reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p> <p>1.2a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p> <p>1.2b Master calendar will be kept on file and made available upon site visit by DPH.</p> <p>1.2c Documents (i.e. Sign-in sheets) will be kept on file and number reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 2
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
3.1 By 6/30/14, 100% of the trainees will receive training manuals and/or educational pamphlets/information sheets.	3.1 Provide training manuals and/or education pamphlets/information sheets and maintain log.	7/1/2013 - 6/30/14	3.1 Documents (i.e. curricula) will be kept on file and number of participants receiving Training Manual and/or pamphlets/information sheets will be reported in monthly reports to DPH.
3.2 By 6/30/14, Contractor and Subcontractor will follow-up with all training participants who score below 80% on post-tests (10 questions).	3.2a Administer post-test and maintain score log. 3.2b Provide trainees who score below 80% on post test an opportunity to review with trainer each missed test questions in person or via phone.	7/1/2013 - 6/30/14 7/1/2013 - 6/30/14	3.2a Post-test documents will be kept on file and scores shall be written on the post-test. Number of participants scoring 80% or higher shall be reported in monthly reports to DPH. 3.2b Trainee re-contact results on file (track in Access Database) and reported in monthly reports to DPH.
4.1 By 6/30/14 Contractor and Subcontractor will provide technical assistance to community-based enrollment staff on complex enrollment, utilization or retention issues	4.1a Develop and maintain tracking system (e.g. log, or files) to track assistance given to community-based enrollment staff.	7/1/2013 - 6/30/14	4.1a Documentation (e.g. contact e-mails and correspondences) to be kept on file and reported in monthly reports to DPH.
5.1 By 6/30/14, Primary contractor and Subcontractor will participate in 90% of the monthly Community Health Coverage: Outreach, Enrollment, Retention and Utilization contractor meetings.	5.1a Attend contractor monthly meeting.	7/1/ 2013 - 6/30/14	5.1a Maintain meeting minutes and document name of individual(s) attending monthly meeting in monthly reports to DPH.
6.1 By 6/30/14, Contractor and Subcontractor will participate in 100% of the Countywide Community Health Coverage Outreach, Enrollment, Retention and Utilization evaluation required activities.	6.1 Contractor shall work with DPH for compilation of data, scores, and review of training efforts.	7/1/2013 - 6/30/14	6.1 Maintain all materials/tools, records of workload reports, enrollment figures and follow-up data on file. All materials and data shall be made available upon site visit.

Contractor: Agency Name

Contract #:

Sample Scope of Work – Category 2
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
7.1 By 6/30/14, Contractor will conduct 100% of the Quality Improvement Plan activities.	7.1a Develop/Update and maintain a QIP describing a process for ensuring continual progress toward measurable objectives in five distinct areas: 1) increasing participant knowledge, 2) assuring trainer quality and participant satisfaction, 3) maintaining training curriculum and materials, 4) organizing training logistics and 5) assuring collaboration. 7.1b Conduct QIP activities	August 2013 through 6/30/14 8/1/2013 - 6/30/14	7.1a Submit QIP to DPH for approval. Letters of QIP approval will be maintained on file. Material to be available for random sampling and auditing by DPH. 7.1b Document QIP appropriate activities in monthly reports to DPH.

Contractor: Agency NameContract #:

Sample Scope of Work – Category 2
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2013-2014

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>8.1 By June 30, 2014, Contractor will ensure that 100% of funded staff (contractor and subcontractor) participates in the Medi-Cal Administrative Activities (MAA) reimbursement program.</p> <p>Contractor and subcontractor staffs funded through this County agreement will attend MAA trainings as scheduled and complete MAA time survey(s) as required by the State.</p>	<p>8.1a Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's timely completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys; submit the following to DPH: the survey form with employee time card and time card correction form attached, DPH approved outreach and health education materials, and a written attestation confirming correctness of recorded time survey activities and time expended.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>As scheduled</p> <p>As scheduled</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p>	<p>8.1 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>A copy time survey forms, time cards, time card correction forms, outreach and health education materials, and written attestation document will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>A copy of time survey forms, time cards, time card correction forms, and outreach and health education materials will be kept on file; contractor staff members will be available for interviews during audit period.</p>

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 2
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>1.1 By 6/30/15, Contractor shall provide a minimum of XX trainings totaling a minimum of <u>XXX</u> hours with a minimum of <u>XXXX</u> individuals trained (<u>## to ##</u> attendees per training). Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules:</p> <p>1. Type of Training Module: _____</p> <p>2. Type of Training Module: _____</p> <p>3. Type of Training Module: _____</p> <p>4. Type of Training Module: _____</p> <p>5. Type of Training Module: _____</p> <p>(Note: Objective 1.2 = Optional for Contractor with a Subcontractor)</p> <p>2.1 By 6/30/15, Subcontractor _____ shall provide a minimum of XX trainings totaling a minimum of <u>XXX</u> hours with a minimum of <u>XXXX</u> individuals trained (<u>## to ##</u> attendees per training). Training numbers per module will be determined by requesting training (as needed) and will consist of the following training modules:</p> <p>1. Type of Training Module: _____</p> <p>2. Type of Training Module: _____</p> <p>3. Type of Training Module: _____</p>	<p>1.1a Develop/Update training curricula for each of the <u>##</u> training modules, training manuals and post-tests and develop curriculum for new programs. Training curricula will include but not be limited to public and private health program outreach, enrollment and retention/intervention strategies. Submit to DPH for approval.</p> <p>1.1b Schedule trainings and maintain a calendar of training modules requested, sites, dates and times.</p> <p>1.1c Conduct trainings and obtain sign-in sheets and post-tests (whenever applicable).</p> <p>2.1a Subcontractor Update Comprehensive Training curricula, training manual, education pamphlets/information sheets and post-tests and develop curriculum for new programs. Submit to DPH for approval.</p> <p>2.1b Subcontractor will coordinate and schedule own trainings. A calendar of the training sites, dates and times will be kept on file with both primary contractor and subcontractor.</p>	<p>9/1/ 2014 - 6/30/15</p> <p>7/1/2014 - 6/30/15</p> <p>7/1/2014 - 6/30/15</p> <p>7/1/2014 - 6/30/15</p> <p>7/1/ 2014 - 6/30/15</p>	<p>1.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p> <p>1.1b Master calendar will be kept on file and made available upon site visit by DPH.</p> <p>1.1c Documents (i.e. Sign-in Sheets) will be kept on file and number of participants reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p> <p>2.1a Maintain training curricula on file. DPH letters of material approval will be kept on file.</p> <p>2.1b Master calendar will be kept on file and made available upon site visit by DPH.</p>

Contractor: Agency Name

Contract #:

Sample Scope of Work – Category 2
Children’s Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>4. <i>Type of Training Module:</i>_____</p> <p>5. <i>Type of Training Module:</i>_____</p>	<p>2.1 c Subcontractor will conduct trainings and obtain sign-in sheets and post-tests; Primary contractor will be provided with original documentation.</p>	<p>7/1/ 2014 - 6/30/15</p>	<p>2.1c Documents (i.e. Sign-in sheets) will be kept on file and number reported in monthly reports to DPH. Materials to be available for random sampling and auditing by DPH.</p>
<p>3.1 By 6/30/15, 100% of the trainees will receive training manuals and/or educational pamphlets/information sheets.</p>	<p>3.1 Provide training manuals and/or education pamphlets/information sheets and maintain log.</p>	<p>7/1/2014 - 6/30/15</p>	<p>3.1 Documents (i.e. curricula) will be kept on file and number of participants receiving Training Manual and/or pamphlets/information sheets will be reported in monthly reports to DPH.</p>
<p>3.2 By 6/30/15, Contractor and Subcontractor will follow-up with all training participants who score below 80% on post-tests (10 questions).</p>	<p>3.2a Administer post-test and maintain score log.</p>	<p>7/1/2014 - 6/30/15</p>	<p>3.2a Post-test documents will be kept on file and scores shall be written on the post-test. Number of participants scoring 80% or higher shall be reported in monthly reports to DPH.</p>
	<p>3.2b Provide trainees who score below 80% on post test an opportunity to review with trainer each missed test questions in person or via phone.</p>	<p>7/1/2014 - 6/30/15</p>	<p>3.2b Trainee re-contact results on file (track in Access Database) and reported in monthly reports to DPH.</p>
<p>4.1 By 6/30/15 Contractor and Subcontractor will provide technical assistance to community-based enrollment staff on complex enrollment, utilization or retention issues</p>	<p>4.1a Develop and maintain tracking system (e.g. log, or files) to track assistance given to community-based enrollment staff.</p>	<p>7/1/2014 - 6/30/15</p>	<p>4.1a Documentation (e.g. contact e-mails and correspondences) to be kept on file and reported in monthly reports to DPH.</p>

Contractor: Agency Name

Contract #:

Sample Scope of Work – Category 2
Children’s Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
5.1 By 6/30/15, Primary contractor and Subcontractor will participate in 90% of the monthly Community Health Coverage: Outreach, Enrollment, Retention and Utilization contractor meetings.	5.1a Attend contractor monthly meeting.	7/1/ 2014 - 6/30/15	5.1a Maintain meeting minutes and document name of individual(s) attending monthly meeting in monthly reports to DPH.
6.1 By 6/30/15, Contractor and Subcontractor will participate in 100% of the Countywide Community Health Coverage Outreach, Enrollment, Retention and Utilization evaluation required activities.	6.1 Contractor shall work with DPH for compilation of data, scores, and review of training efforts.	7/1/2014 - 6/30/15	6.1 Maintain all materials/tools, records of workload reports, enrollment figures and follow-up data on file. All materials and data shall be made available upon site visit.
7.1 By 6/30/15, Contractor will conduct 100% of the Quality Improvement Plan activities.	7.1a Develop/Update and maintain a QIP describing a process for ensuring continual progress toward measurable objectives in five distinct areas: 1) increasing participant knowledge, 2) assuring trainer quality and participant satisfaction, 3) maintaining training curriculum and materials, 4) organizing training logistics and 5) assuring collaboration.	August 2014 through 6/30/15	7.1a Submit QIP to DPH for approval. Letters of QIP approval will be maintained on file. Material to be available for random sampling and auditing by DPH.
	7.1b Conduct QIP activities	8/1/2014 - 6/30/15	7.1b Document QIP appropriate activities in monthly reports to DPH.

Contractor: Agency Name

Contract #: _____

Sample Scope of Work – Category 2
Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services
Fiscal Year 2014-2015

Goal: To increase **access to health care** by assisting children and their families in Los Angeles county to enroll in health coverage programs and utilize and retain these benefits.

Note: All materials listed under implementation activities and documentation must be kept on file and available for random sampling and auditing by DPH.

MEASURABLE OBJECTIVE(S)	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVES AND DOCUMENTATION
<p>8.1 By June 30, 2015, Contractor will ensure that 100% of funded staff (contractor and subcontractor) participates in the Medi-Cal Administrative Activities (MAA) reimbursement program.</p> <p>Contractor and subcontractor staffs funded through this County agreement will attend MAA trainings as scheduled and complete MAA time survey(s) as required by the State.</p>	<p>8.1a Schedule contractor staff members for DPH MAA training(s).</p> <p>Ensure that contractor staff members attend DPH MAA training(s).</p> <p>Ensure that contractor staff members complete MAA time survey(s) as required by the State.</p> <p>Monitor staff's timely completion of MAA time surveys; conduct verification of work activities and recorded time expended; attach time survey to employee time card and time card correction form and reconcile these documents.</p> <p>Approve MAA time surveys; submit the following to DPH: the survey form with employee time card and time card correction form attached, DPH approved outreach and health education materials, and a written attestation confirming correctness of recorded time survey activities and time expended.</p> <p>Attend scheduled DPH meetings to discuss the MAA federal reimbursement program (project manager/coordinator).</p> <p>Participate in MAA audit, as scheduled by State and federal agencies.</p>	<p>As scheduled</p> <p>As scheduled</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p> <p>ongoing</p>	<p>8.1 Verification of MAA training for contractor staff members will be kept on file.</p> <p>A listing of trained staff and a copy of training materials will be kept on file.</p> <p>A copy of time survey forms will be kept on file.</p> <p>A copy of time survey forms, time cards, and time card correction forms will be kept on file.</p> <p>A copy time survey forms, time cards, time card correction forms, outreach and health education materials, and written attestation document will be kept on file.</p> <p>Meeting agendas and notes will be kept on file.</p> <p>A copy of time survey forms, time cards, time card correction forms, and outreach and health education materials will be kept on file; contractor staff members will be available for interviews during audit period.</p>

EXHIBIT B

SCOPE OF WORK FOR:

CITY OF PASADENA, LONG BEACH, LAUSD, AND LACOE

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

INTENTIONALLY OMITTED

EXHIBIT C

BUDGET SCHEDULES

Children's Health Coverage: Outreach, Enrollment, Utilization, and Retention Services

INTENTIONALLY OMITTED

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

COMPUTER THERAPY, LLC

FOR

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH

**CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES**

**CHILDREN’S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES**

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CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
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Contract No. _____

**CHILDREN'S HEALTH OUTREACH, ENROLLMENT,
UTILIZATION AND RETENTION SERVICES**

THIS CONTRACT is made and entered into this _____
day of _____, 2013,

by and between

COUNTY OF LOS ANGELES (hereafter
"County")

and

COMPUTER THERAPY, LLC
(hereafter "Contractor")

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires County's
Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, California Health and Safety Code Section 101030 requires the
County Health Officer to enforce and observe all orders, ordinances, rules, regulations
and statutes relating to the public health; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to contract for these services, and

WHEREAS, Contractor is duly licensed and certified under the laws of the State of California and County to engage in the business of providing community-based outreach and enrollment services for Medi-Cal, Health Families, and other health coverage programs, as a means of increasing access to health care, further described hereunder; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS

Exhibits (A, B, C, D, E, F, and G) are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work

Exhibit B – Scope of Work

Exhibit C – Schedule(s)

Exhibit D – Contractor's EEO Certification

Exhibit E1 - Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement

Exhibit E2 - Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement

Unique Exhibits

Exhibit F – Charitable Act Compliance

Exhibit G - Contractor's Assignment and Transfer of Copyright

2. DESCRIPTION OF SERVICES

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work), and Exhibit B (Scope of Work), attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT

The term of this Contract shall be effective July 1, 2013 and shall continue in full force and effect through June 30, 2015, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The County shall have the sole option to extend this Contract term up to two (2)

additional one (1) year periods and six (6) month to month extensions, for a maximum total Contract term of four (4) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Director through written notification from the Director to the Contractor prior to the end of the Contract term. At the conclusion of the four year period, the County shall have the option to extend the term on a six (6) month-to-month basis not to exceed, in aggregate, a maximum total contract term of four (4) years, six (6) months. The six (6) month-to-month extensions shall be exercised at the sole discretion of the Department.

In any event, this Contract may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least thirty (30) calendar days' prior written notice to the other. Further, County may also suspend the performance of services hereunder, in whole or in part, upon the giving of at least thirty (30) calendar days advance written notice to Contractor. County's notice shall set forth the extent of the suspension and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of the Paragraph, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Contract or any written directions by or on behalf of County issued pursuant hereto, shall constitute a material breach hereto, and this Contract may be terminated by County immediately. County's failure to exercise this right to termination shall not constitute a waiver of such right, which may be exercised at any subsequent time.

The Contractor shall notify (Department) when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Paragraph 21 NOTICES.

4. **MAXIMUM OBLIGATION OF COUNTY**

A. Effective July 1, 2013 through June 30, 2014, the maximum obligation of County for all services provided hereunder shall not exceed _____(\$____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed _____(\$____), as set forth in Exhibit C-2 attached hereto and incorporated herein by reference.

C. Contractor shall use such funds only to pay for CHOEUR contract budgeted expenses as set forth in the Exhibit C attached hereto, and only to the extent that such funds are reimbursable to the County.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent

(75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21 NOTICES.

F. No Payment for Services Provided Following Expiration/Termination of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and B elsewhere hereunder and in accordance with the Schedule(s) attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30)

calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Schedule(s) attached hereto and incorporated herein by reference.

D. The Contractor's monthly report shall accompany the Contractor's invoice and shall contain the information set forth in Exhibit B – SOW describing the tasks, deliverables, good, services, work hours, facility and/or other work for which payment is claimed.

E. Billings shall be submitted directly to DPH – CHOI under Paragraph 21 NOTICES.

F. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County. If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor

under all service agreements between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

G. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

H. Withholding Payment:

(1) Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, County may withhold any claim for payment by Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

(2) Subject to the Record Retention and Audits

provision of this Contract, County may withhold any claim for payment by Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

(3) Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, County shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

(4) Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, County may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

(5) In addition to Subparagraphs (a) through (d) immediately above, Director may withhold claims for payment by Contractor which are delinquent amounts due to County as determined by any cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current year's Contract(s) or any prior years' Contract(s) between the County and Contractor. The withheld claims will be used to pay all outstanding delinquent amounts

and upon the County being repaid all outstanding delinquent amounts, any remaining claims for payment will be made to the Contractor accordingly. I. County may withhold any claim for payment by Contractor if Contractor, in the judgment of the county is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures. County will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

J. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement from the contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding up to 10 percent above or below each term's annual base maximum obligation; 2) reallocate funds between schedules within this Contract where such funds can be more effectively used by Contractor up to 10 percent of the term's annual base maximum obligation; and 3) make modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to 10 percent of each term's annual base maximum obligation, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from federal, State, or

County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term. All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Adjustments and reallocations of funds in excess of the aforementioned amount shall require separate approval by County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between schedules in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each schedule, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other

time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

7. ALTERATION OF TERMS/AMENDMENTS

A. The body of this Contract (including its ADDITIONAL PROVISIONS), and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of

Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets up to 10 percent of each term's annual base maximum obligation and/or an increase or decrease in funding up to **10** percent above or below each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each schedule, as reflected in Exhibit C, up to an adjustment between all budget categories equal to **10** percent of each term's annual base maximum obligation, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and

become part of this Contract.

8. CONFIDENTIALITY

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from

Contractor for all such costs and expenses incurred by County in doing so.

Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement, Confidentiality and Copyright Assignment Agreement", Exhibit E1.

E. Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit E2.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

COUNTY EMPLOYEES'S RIGHT OF FIRST REFUSAL AND CONTRACTOR'S OFFERS OF EMPLOYMENT:

To the degree permitted by Contractor's Contracts with its collective bargaining

units, Contractor shall give the right of first refusal for its employment openings at Contractor's facility to qualified County employees who are laid-off or who leave County employment in lieu of reduction under County's Civil Service Rule 19, and who are referred to Contractor by Director (including those on a County re-employment list). Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Contract, as well as, to vacancies that occur during the Contract term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor. Former County employees who have been impacted by County's Civil Service Rule 19, and who are employed by Contractor shall not be discharged during the term of the Contract except for cause, subject to Contractor's personnel policies and procedures, and Contract(s) with its collective bargaining units. Contractor shall also give first consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Contract term.

10. CONTRACTOR'S OBLIGATIONS AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT

Under this Contract, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health

Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

A. DEFINITIONS

- (1) "Breach" has the same meaning as the term "breach" in 45 C.F.R. §164.402.

(2) “Disclose” and “Disclosure” mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate’s internal operations or to other than its employees.

(3) “Electronic Health Record” has the same meaning as the term “electronic health record” in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

(4) “Electronic Media” has the same meaning as the term “electronic media” in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being

exchanged did not exist in electronic form before the transmission. The term “Electronic Media” draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

(5) “Electronic Protected Health Information” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103.

Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

(6) “Individual” means the person who is the subject of Protected Health

Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

(7) “Minimum Necessary” refers to the minimum necessary standard in

45 C.F.R. § 162.502 (b) as in effect or as amended.

(8) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

(9) “Protected Health Information” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes

information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

(10) "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

(11) "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an

Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

(12) "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

(13) "Services" has the same meaning as in the body of this Contract.

(14) "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

(15) "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

(16) Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

B. OBLIGATIONS OF BUSINESS ASSOCIATE

(1) Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- a. Shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections B (4), B (5), B (6), B (7), B (8), B (9), B (10) D (3), and E (2) of this Contract;
- b. Shall Disclose Protected Health Information to Covered Entity upon request;
- c. May, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

- (i) Use Protected Health Information; and

- (ii) Disclose Protected Health Information if the Disclosure is required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

(2) Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

- a. Shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.
- b. Shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid

out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

c. Shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

(3) Adequate Safeguards for Protected Health Information.

Business Associate:

a. Shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

b. As to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said

safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

(4) Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate Shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law. Shall report to Covered Entity each Security Incident of which Business Associate becomes aware. Shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

a. Immediate Telephonic Report. Except as provided in

Section B. (4) c., notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by telephone call to telephone number (562) 940-3335.

b. Written Report. Except as provided in Section B (4) c., the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street, Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

- i. The notification required by section B (4) shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and
- ii. The notification required by section B (4) shall include, to the extent possible, all information required to provide notification to the Individual under 45

C.F.R.164.404(c), including:

- (a) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;
- (d) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;
- (e) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and
- (f) The name and contact information for the person most knowledgeable regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the

information specified in section B (3) (a) or (b) at the time of the notification required by section B (4) ii, Business Associate shall provide such information promptly thereafter as such information becomes available.

c. Request for Delay by Law Enforcement. Business Associate may delay the notification required by section B (4) if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is In writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

(5) Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

(6) Breach Notification. Business Associate shall, to the extent

Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

- a. Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach
- b. The notification required by paragraph (a) of this Section B (6) shall include, to the extent possible:
 - i. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - ii. A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - iii. Any steps the Individual should take to protect him or herself from potential harm resulting from the

Breach;

iv. A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

v. Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

vi. The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section B (6) and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

(7) Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall

immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

(8) Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(9) Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a “designated record set” as defined by 45 C.F.R. §164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days

after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

(10) Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations. However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both. Any accounting provided by Business Associate under this Section B (10) shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section B (10), Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall

provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section B (10) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

(11) Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

C. OBLIGATION OF COVERED ENTITY

Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit

its own uses and disclosures accordingly.

D. TERM AND TERMINATION

(1) Term. The term of this Business Associate Agreement shall be the same as the term of this Contract. Business Associate's obligations under Sections B(1) (as modified by Section D (2), B (4), B (5), B (6), B (7), B (8), B (9), B (10), D (3) and E (2) shall survive the termination or expiration of this Contract.

(2) Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Contract, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

- a. Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Contract if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;
- b. Immediately terminate this Contract if a party has breached a material term of this Contract and cure is not possible; or
- c. If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

(3) Disposition of Protected Health Information Upon Termination or Expiration.

- a. Except as provided in paragraph (b) of this section,

upon termination for any reason or expiration of this Contract, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

E. MISCELLANEOUS

(1) No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

(2) Use of Subcontractors and Agents. Business Associate shall

require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

(3) Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Contract, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Contract.

(4) Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

(5) Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

(6) Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

11. **INDEMNIFICATION:** Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees,

and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

12. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES:

Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten

(10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Public Health
Contracts Monitoring Unit
5555 Ferguson Drive, Suite 210
Los Angeles, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor

employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage

or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the

Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor

shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects to the County,

or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than \$1 Million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will

receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. Coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease – Policy Limit:	\$1 Million
Disease – Each Employee:	\$1 Million

D. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

14. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For

additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records

shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles county and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by county for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to county by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"], upon Director's request. Director's

request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by contractor for preservation of the client/patient and financial records referred to hereinabove.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such

audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor. County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by

Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the

contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the schedule(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

15. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the

County may in its sole discretion, immediately terminate or suspend this Contract.

16. UNIQUE TERMS AND CONDITIONS

16A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

16B. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false

statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

- (1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
- (2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
- (3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior

to responding to a solicitation or accepting a contract award.

16C. TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

A. This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

B. Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

C. Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

D. If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract

amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

16D. PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION:

A. The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

B. In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- (1) Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- (2) Replace the questioned equipment, part, or software product with a non-questioned item; or
- (3) Modify the questioned equipment, part, or software so that it is free of claims.

C. The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

17. ADDITIONAL PROVISIONS

Attached hereto and incorporated herein by reference, is a document labeled ADDITIONAL PROVISIONS, of which the terms and conditions therein contained are part of this Contract.

18. CONSTRUCTION

To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS

To the extent that there exists any conflict or inconsistency between the language of this Contract (including its ADDITIONAL PROVISIONS) and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES:

Contractor's office is located at _____ Contractor's business telephone number is () __, facsimile (FAX) number is () __, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES

Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed

by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

(1) Department of Public Health
Children's Health Outreach Initiatives (CHOI)
600 S. Commonwealth Ave., Room 805
Los Angeles, CA 90005
Attention: Project Director

(2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659
Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

(1) _____

Attention: _____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor
By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division
CTRev. 10-23-12

**STATEMENT OF WORK
COMPUTER THERAPY, LLC**

**CHILDREN'S HEALTH OUTREACH,
ENROLLMENT, UTILIZATION AND RETENTION**

1. **DEFINITION** Children's Health Outreach, Enrollment, Utilization and Retention (CHOEUR) are comprehensive programs that: develop and utilize a variety of techniques for health coverage outreach and enrollment; provide individual assessments of health coverage eligibility; develop and utilize a variety of techniques to reduce barriers to health coverage enrollment and utilization of benefits; and implement strategies to support health coverage retention. The delivery format of such programs may include, but is not limited to: community outreach and education, presentations, enrollment events, eligibility assessment, application assistance, enrollment verification, utilization assistance and assistance with redetermination.
2. **PERSONS TO BE SERVED**
 - A. CHOEUR services shall be provided in Los Angeles County.
 - B. Contractor shall provide services to uninsured children in Los Angeles County ages 0-18 and their families who may be eligible for Healthy Kids, Medi-Cal, Healthy Families and other no/low-cost health coverage programs (in accordance with Exhibit B, Scope of Work, attached hereto and incorporated herein by reference).
 - C. CHOEUR services shall be provided to individuals who may be eligible for Healthy Kids, Medi-Cal, Healthy Families or other no/low-cost health coverage programs who reside in ENTER SPECIFIC GEOGRAPHIC AREA(S) of Los Angeles County.
3. **SERVICE DELIVERY SITE(S)** Contractor's facility(ies) where services are to be provided hereunder are located at:

**ENTER ADDRESS OR SPECIFIC COMMUNITY LOCATIONS WHERE
SERVICES WILL BE CONDUCTED.**

For purposes of this Contract, Contractor shall specify specific cross streets and locations for street outreach activities in monthly reports to the Department of Public Health (DPH). Contractor shall request approval from DPH in writing a

minimum of thirty (30) days before terminating services at such location(s) and/or before commencing services at any other location(s).

4. SERVICES TO BE PROVIDED

- A. Contractor shall provide CHOEUR services in accordance with procedures formulated and adopted by Contractor's staff, consistent with law, regulations, and the terms of this Contract. Additionally, Contractor shall provide such services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein by reference.
- B. Contractor shall obtain written approval from DPH's authorized designee for all educational materials utilized in association with this Contract prior to its implementation.
- C. Contractor shall develop all publicity materials in a professional manner and submit for approval such materials to DPH at least thirty (30) days prior to the projected date of implementation. For the purposes of this Contract, materials may include, but are not limited to, written educational materials (e.g., curricula, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar educational materials using photographs, slides, drawings, or paintings).
- D. Failure of Contractor to abide by this requirement may result in Termination for Default as specified in Paragraph 68 of Contract.
- E. Contractor shall utilize funds received from County for the sole purpose of providing CHOEUR services in accordance with Exhibit C, Schedule(s).

5. STAFFING REQUIREMENTS

- A. Contractor shall recruit linguistically and culturally appropriate staff. For the purposes of this Contract, staff shall be defined as paid and volunteer individuals providing services as described in Exhibit B, Scope of Work, attached hereto and incorporated herein by reference.

- B. Contractor shall maintain recruitment records, to include, but not be limited to: 1) job description of all positions funded under this Contract; 2) staff résumé(s); 3) appropriate degrees and licenses; and 4) biographical sketch(es) as appropriate.

In accordance with this Contract, if during the term of this Contract an executive director, program director, or a supervisorial position becomes vacant, Contractor shall notify DPH's authorized designee in writing prior to filling said vacancy.

6. STAFF DEVELOPMENT AND TRAINING

Contractor shall conduct ongoing and appropriate staff development and training as described in the Scope of Work, attached hereto and incorporated herein by reference.

- A. Contractor shall provide and/or allow access to ongoing staff development and training of CHOEUR staff. Staff Development and training shall include, but not be limited to, DPH approved CORE Comprehensive Training and periodic health coverage program reviews and updates.
- B. Contractor shall maintain documentation of staff training in each employee file to include, but, not be limited to: 1) date, time, and location of staff training; 2) name of trainer and title, and training topic(s); 3) and names of attendees and titles.
- C. Contractor shall document training activities in the monthly report to DPH.

7. DPH CHOI DATA SYSTEM

Contractor shall enter data on program participants into the DPH Internet-based data tracking and reporting system. "Enter" is defined as: directly entering required data elements into the DPH data system. Contractor/Subcontractor staff using the DPH CHOI data tracking and reporting system will be given a user identification and password to ensure the security of the system and the confidentiality of client records. In the event that an agency staff person terminates employment with the CHOEUR, Contractor/Subcontractor must delete the user account immediately. In the event that an agency staff person at the administrative level terminates employment with the CHOEUR, Contractor must contact DPH immediately so that DPH can delete this administrative account and assign a new administrative account.

8. PROPRIETARY CONSIDERATIONS

- A. County and Contractor agree that aggregated, non-identifying client data and other materials and information developed and or modified under this Contract may be used by either Contractor or County both during and subsequent to the term of this Contract.
- B. County and Contractor agree to protect the security of all data, materials, and information developed and or produced under this Contract. Further, County and Contractor agree to use best efforts to protect all such data, materials, and information from loss or damage by any cause, including, but not limited to, fire and theft.

9. REPORTS

Subject to the reporting requirements of the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Contract attached hereto, Contractor shall submit the following report(s):

- A. Monthly Report: Contractor shall generate a monthly report using the DPH data system and submit this monthly report to DPH no later than fifteen (15) days after the end of each calendar month. Monthly reports shall clearly reflect all required information as specified on the monthly report form provided by DPH or specified report as requested by DPH.
- B. Quarterly Reports: Contractor shall submit to DPH a quarterly report within the time period as directed for each quarter. Quarterly reports shall include all the required information and be completed in the correct format.
- C. Annual Report: Contractor shall submit to DPH an annual report within the time period as directed for each year. Annual reports shall include all the required information and be completed in the correct format.

10. ANNUAL TUBERCULOSIS SCREENING FOR STAFF

Prior to employment or provision of services hereunder, and annually thereafter, Contractor shall obtain and maintain documentation of tuberculosis screening for each employee, volunteer, and consultant providing face-to-face client services hereunder. Such tuberculosis screening shall consist of tuberculin skin test (Mantoux test) and/or written certification by a physician that the person is free from active tuberculosis based on a chest x-ray.

11. QUALITY IMPROVEMENT

Contractor shall develop and submit to DPH within ninety (90) days of the execution of this Contract its written Quality Improvement (QI) Plan. The QIP shall describe a process for ensuring continual progress toward measurable objectives, client satisfaction, and success of outreach, enrollment, utilization, and retention services.

12. MEDI-CAL ADMINISTRATIVE ACTIVITIES (MAA)

Contractor shall perform Medi-Cal administrative activities on behalf of Los Angeles County to assist in the proper and efficient administration of the Medi-Cal Program by improving the availability and accessibility of Medi-Cal Services to Medi-cal eligible and potentially eligible individuals and their families. These activities include outreach, facilitating Medi-Cal application, and program planning and policy development. Contractor shall attend mandatory MAA time survey training sessions. Contractor shall complete and submit time surveys and maintain all records to support claim (e.g. CHOI forms, data system printouts, agendas, event summaries, and DPH approved outreach and health education materials) as required by DPH.

EXHIBIT B & C Attached

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Page 2 of 2

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 1 of 2

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Page 2 of 2

agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, a _____, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number _____

for _____,

dated _____, as amended by Amendment Number _____, dated _____,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

Grantor's Signature

Date

Grantor's Printed Name: _____

Grantor's Printed Position: _____

ADDITIONAL PROVISIONS

Name of Service Contract

NAME OF CONTRACTOR
ADDITIONAL PROVISIONS
TITLE OF THE CONTRACT

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ADDITIONAL PROVISIONS
NAME OF CONTRACTOR
TITLE OF SERVICE CONTRACT

1. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services

under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. County shall perform the background check and bill Contractor for the cost.

If a member of Contractor's staff who is in a designated sensitive position does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

2. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment,

subcontract, delegation, merger, buyout, or any other mechanism, with our without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

3. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

4. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the

Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

5. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION

FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

6. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The plan shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within 30 business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminary investigate all complaints and notify the County's Project Manager of the Status of the investigation within 15 business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within 3 business days of mailing to the complainant.

7. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (3) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor’s EEO Certification.

9. COMPLIANCE WITH THE COUNTY’S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County’s ordinance entitled Contractor Employee Jury Service (“Jury Service Program”) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County’s satisfaction either that the Contractor is not a “Contractor” as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that

provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions

of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach.

10. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with

the provisions of this sub-paragraph shall be a material breach of this Contract.

11. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

12. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the

contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business

honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to

modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the

proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

13. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S
COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and

Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

14. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

C. Failure to Comply with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the

requirements set forth in the CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph immediately above, shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this contract pursuant to the Termination for Default Paragraph of this Contract and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

15. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases maybe used for a

variety of purposes, including determining whether the County will exercise a contract term extension option.

16. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

17. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

18. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

19. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all

such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

20. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to the AMENDMENTS Paragraph of this Contract, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

21. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs,

and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

22. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding. (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

23. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

24. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

25. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers'

Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

26. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract.

27. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex,

age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

28. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and state laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may

require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

29. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department

from acquiring similar, equal, or like goods and/or services from other entities or sources.

30. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

31. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

32. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

33. NOTICE TO EMPLOYEES REGARDING THE SAFELY
SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

34. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

35. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE
UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

36. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the

RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

37. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract, shall have prior written approval from the Director of his/her designee prior to its publication, printing, duplication, and

implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

38. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor

using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or

obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

39. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare

and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in Subparagraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, my marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

40. REPORTS: Contractor shall make reports as required by County, or DPH, concerning Contractor's activities and operations as they relate to this Agreement and the provision of services hereunder. In no event, however may County, or DPH, require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

41. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

42. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its DPH shall make the determination to re-solicit bids or request proposals in accordance with applicable County and DPH policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

43. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In

addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibit(s) attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

44. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Agreement.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "this contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS paragraphs of the body of this Agreement, and all of the provisions of the Additional Provisions attachment.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services under this Agreement, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

45. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to the TERMINATION FOR DEFAULT Paragraph of this Contract and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

46. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a thirty (30) calendar day advance Notice of Termination specifying the extent to

which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with the RECORDS AND AUDITS Paragraph of this contract, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of

Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

47. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be

liable to County for any reasonable excess costs incurred by County for such similar services.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

48. TERMINATION FOR GRATUITIES AND/OR IMPROPER

CONSIDERATION: County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

49. TERMINATION FOR INSOLVENCY: County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the federal Bankruptcy Law or not;

B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;

C. The appointment of a Receiver or Trustee for Contractor;

D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such

similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

50. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

51. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

52. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply

with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

53. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

54. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

55. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or

contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

56. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

57. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM Paragraph of this Contract shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

58. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the county name, its department names and/or its marks and logos on all items

developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: “© Copyright 2012 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved.” Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).



Office of the CIO
CIO Analysis

NUMBER:

CA 13-08

DATE:

4/2/2013

SUBJECT:

APPROVAL TO EXECUTE 14 NEW CONTRACTS AND FIVE SOLE SOURCE CONTRACTS FOR THE PROVISION OF CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION, AND RETENTION SERVICES EFFECTIVE JULY 1, 2013 THROUGH JUNE 30, 2015

RECOMMENDATION:

☒ Approve☐ Approve with modification☐ Disapprove

CONTRACT TYPE:

☒ New contract☒ Sole Source☐ Amendment to Contract #: Enter contract #.☐ Other:

CONTRACT COMPONENTS:

☐ Software☐ Hardware☐ Telecommunications☒ Professional Services

SUMMARY:

Department executive sponsor: **Jonathan E. Fielding, M.D., MPH, Director and Health Officer, Department of Public Health**

Description: **Sole Source Contract with Computer Therapy, LLC for database and training services to support DPH's CHOI System**

Contract amount: **\$240,000**

Funding source: **First 5 LA funds and Medi-Cal Administrative Activities (MAA) Reimbursements**

☐ Legislative or regulatory mandate☒ Subvened/Grant funded: **100%**

<i>Strategic and Business Analysis</i>	<p>PROJECT GOALS AND OBJECTIVES:</p> <p>It is DPH's desire to enter a two-year Sole Source Board Contract with Computer Therapy, LLC (Contractor) for database technical assistance and training services to assist with remediating issues DPH is experiencing with its Children's Health Outreach Initiative (CHOI) computer application. Over the two-year term of this Contract, the Contractor will assist DPH in remediating critical deficiencies in the current CHOI data collection and reporting system in order to improve performance, provide long-term sustainability, expand reporting capabilities, and improve data entry processing.</p> <p>Additionally, the Contractor will assist to identify and implement new features and enhancements to the CHOI computer application and provide user training to DPH staff and contract agencies on the use of these new features and enhancements.</p> <p>BUSINESS DRIVERS:</p> <p>The Contractor has been engaged by DPH since the inception of the CHOI application in 2001, initially through contract means available to be administered by CHOI, later (beginning in 2007) via Work Orders issued under the Internal Services Department's (ISD) Information Technology Support Services Master Agreement (ITSSMA). DPH determined it is imperative to continue to utilize this Contractor's expertise, experience, and services over the next two years, as they do not currently have staff with the requisite skills to perform these services.</p> <p>ISD determined that ITSSMA is no longer the appropriate mechanism for acquiring the continued services needed from the Contractor because DPH has been using their services under a series of ITSSMA-executed Work Orders since 2007. CIO supports DPH's efforts to obtain a Sole Source Board Contract to keep this Contractor on the project.</p> <p>PROJECT ORGANIZATION:</p> <p>DPH identified additional resources it will assign to work with this Contractor to identify, develop, and implement changes to the CHOI application, as determined necessary by DPH. DPH will use both internal resources (DPH staff), as well as a Contractor-secured under ITSSMA (Codai, Inc.) who will perform the actual development and implementation services as recommended by the Contractor, with direct project oversight and management being provided by the Public Health Information Systems (PHIS) staff.</p>
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	<p>PERFORMANCE METRICS:</p> <p>A comprehensive and well-developed list of measurable objectives has been established that will guide the Contractor and DPH-provided support resources through this engagement. Those objectives include:</p> <ul style="list-style-type: none">• Providing DPH with a list of existing and newly discovered defects;• Providing DPH with suggestions for improving contracted agencies' (users) data entry productivity through screen navigation enhancements;• Adding system administration features and improve configurability of the applications;• Identifying and assisting DPH with adding additional data entry fields to the core modules of the CHOI application to improve case management and data collection;• Communicating to CHOI Program staff and contracted agencies on the updated CHOI system; and• Conducting training for CHOI Program staff and contracted agencies on the improved CHOI system.
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The work to be done under this Contract is in alignment with the County's strategic directions of Goal 1 (Operational Effectiveness).</p>
	<p>PROJECT APPROACH:</p> <p>PHIS staff will oversee and manage the work being performed under this Contract. PHIS staff will assign application developers and other technical resources to the Contractor to facilitate the completion of the desired services and will provide close project management and oversight during all phases of this engagement.</p>
	<p>ALTERNATIVES ANALYZED:</p> <p>The Contractor has been involved in the CHOI system project with DPH since 2001, and has gained familiarity and expertise with the application that would be difficult, time consuming, and considerably expensive to replace and replicate. As a result, no alternatives were examined or deemed to be viable.</p>

Technical Analysis	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p>The most current version of the CHOI application (CHOI II) is written in Microsoft ASP.NET MVC 4.0. The application is currently running on the Windows Server 2008 R2 operating system using Microsoft's .NET framework 4.5. The database is Microsoft SQL Server 2008 R2. The system is being hosted on Dell x86 server hardware in ISD's virtual server environment at the County Data Center in Downey with appropriate back-up and disaster recovery protocols and procedures in place. Each of these considerations is consistent with the County's preferred and/or adopted standards for the development and operation of computer systems in Los Angeles County. These technologies will continue to be employed throughout this project and will greatly minimize any potential migration and/or conversion risks that otherwise might be encountered.</p>																				
Financial Analysis	<p>BUDGET:</p> <p>Contract costs</p> <table> <tr> <td>Services</td> <td>\$ 240,000 (\$120,000/year for 2-years)</td> </tr> <tr> <td>Sub-total Contract Costs:</td> <td>\$ 240,000</td> </tr> </table> <p>Other County costs:</p> <table> <tr> <td>One-time costs:.....</td> <td>\$ 0</td> </tr> <tr> <td>Ongoing annual costs:</td> <td></td> </tr> <tr> <td>Services (ISD)</td> <td>\$ 72,770 (See Note 1)</td> </tr> <tr> <td>Services (Contractor)</td> <td>\$ 180,000 (See Note 2)</td> </tr> <tr> <td>County staff (existing)</td> <td>\$ 57,613 (See Note 3)</td> </tr> <tr> <td>Sub-total ongoing County costs:</td> <td>\$ 310,383</td> </tr> <tr> <td>Total one-time costs:</td> <td>\$ 240,000</td> </tr> <tr> <td>Total ongoing annual costs:</td> <td>\$ 310,383</td> </tr> </table> <p>Note 1: Reflects cost of hosting CHOI application in ISD-Downey for two years.</p> <p>Note 2: Reflects cost of an ITSSMA Contractor over two-year period to perform Application Development and Application Architecture services.</p> <p>Note 3: Reflects cost to DPH for existing County staff for Project Oversight and Contract Administration; Management and Oversight of Application Development; Build Management and Deployment Assistance; Quality Assurance Support; and QA/Production Deployment support services.</p>	Services	\$ 240,000 (\$120,000/year for 2-years)	Sub-total Contract Costs:	\$ 240,000	One-time costs:.....	\$ 0	Ongoing annual costs:		Services (ISD)	\$ 72,770 (See Note 1)	Services (Contractor)	\$ 180,000 (See Note 2)	County staff (existing)	\$ 57,613 (See Note 3)	Sub-total ongoing County costs:	\$ 310,383	Total one-time costs:	\$ 240,000	Total ongoing annual costs:	\$ 310,383
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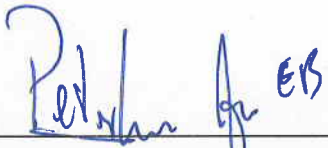
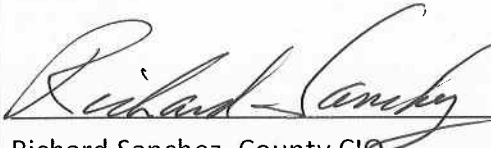
Risk Analysis**RISK MITIGATION:**

As with all application development projects, there are some noteworthy risks inherent in moving forward with this Contract, which DPH is fully aware of and for which the Department has mitigation plans in place. These risks include:

1. A current lack of adequate functional and technical requirements documentation – to mitigate this risk, DPH is currently working with its partner ITSSMA contractor (Codai) to ensure that a full-set of technical design documents and a clearly annotated code-base is developed to assist the Contractor.
2. A lack of adequate departmental IT Support – Since the CHOI Program does not have its own IT support or staff with sufficient technical knowledge to oversee this project, the reliance on contractor support has become unavoidable. Because the Contractor has been close to this project since its inception, the risks that are always inherent in relying on contractor support in application development/reengineering engagements are greatly minimized.
3. The multitude of developers that have worked on this project since its inception has resulted in a vast array of technologies and/or code libraries being developed and incorporated into the application, leading to a number of performance issues and bugs in the current application. To address and mitigate the risks inherent in dealing with this leading up to this engagement, DPH has asked its current ITSSMA Contractor (Codai) to perform a complete technical review of the application with specific focus on the database and code-base. In doing so, a number of recommendations surfaced that have or are being implemented to greatly simplify the work of this Contractor under this Contract.

Overall, with these risk mitigation measures in place and because the Contractor has been working with DPH on the CHOI project in one way or another since its inception (2001), and as a result is very familiar with the CHOI application, the risks of moving forward with this Contractor are greatly minimized.

The Chief Information Security Officer (CISO) has reviewed the proposed Sole Source Contract and did not identify any IT security or privacy related issues.

CIO Approval	PREPARED BY:  Earl Bradley, Sr. Associate CIO	<u>5/21/13</u> Date
	APPROVED:  Richard Sanchez, County CIO	<u>5-21-13</u> Date

Please contact the Office of the CIO (213.253.5600 or info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
 CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION (CHOEUR) SERVICES
 RECOMMENDED CONTRACTORS AS A RESULT OF CHOEUR 2012-003 RFP PROCESS

Agency	Program Name	SPA Sites	Recommended Annual Funding FY 13-14	Recommended Annual Funding FY 14-15	TOTAL
CATEGORY 1 - CHILDRENS HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION (CHOEUR) SERVICES					
Community Health Councils	Outreach and Enrollment Program	6 & 8	\$ 438,281	\$ 438,281	\$ 876,562
Valley Community Clinic	Outreach and Enrollment Program	2	\$ 226,493	\$ 226,493	\$ 452,986
Venice Family Clinic	Community Health Insurance Program	5	\$ 190,000	\$ 190,000	\$ 380,000
Maternal and Child Health Access	Outreach and Enrollment Program	3, 4, 6, & 7	\$ 531,016	\$ 531,016	\$ 1,062,032
California Hospital (Dignity Health)	Outreach and Enrollment Program	4 & 6	\$ 351,884	\$ 351,884	\$ 703,768
Citrus Valley Health Partners	Get Enrollment Moving (GEM) Program	3	\$ 365,000	\$ 365,000	\$ 730,000
Northeast Valley Health Corp	Outreach and Enrollment Program	2	\$ 310,493	\$ 310,493	\$ 620,986
Child and Family Guidance Center	Outreach and Enrollment Program	2	\$ 223,014	\$ 223,014	\$ 446,028
Human Services Association	Outreach and Enrollment Program	7	\$ 300,000	\$ 300,000	\$ 600,000
Asian Pacific Health Care Venture	Outreach and Enrollment Program	3 & 4	\$ 344,901	\$ 344,901	\$ 689,802
St. Francis Medical Center Foun.	Outreach and Enrollment Program	7	\$ 219,412	\$ 219,412	\$ 438,824
Tarzana Treatment Centers	Outreach and Enrollment Program	1	\$ 190,000	\$ 190,000	\$ 380,000
Crystal Stairs	Outreach and Enrollment Program	8	\$ 309,906	\$ 309,906	\$ 619,812
Category 1 - All Agencies Combined Total:			\$ 4,000,400	\$ 4,000,400	\$ 8,000,800
CATEGORY 2 - TRAINING AND TECHNICAL ASSISTANCE SERVICES FOR CHOEUR GRANTEES					
Maternal and Child Health Access	Community Training and Education Program	County-wide	\$ 300,000	\$ 300,000	\$ 600,000
Category 2 Total:			\$ 300,000	\$ 300,000	\$ 600,000
Combined Category 1 and Category 2 Annual Total (15 Community Providers):			\$ 4,300,400	\$ 4,300,400	\$ 8,600,800

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH




CHILDREN'S HEALTH OUTREACH, ENROLLMENT, UTILIZATION AND RETENTION (CHOEUR) SERVICES

SOLE SOURCE CONTRACTS

AGENCY	RECOMMENDED ANNUAL FUNDING FY 13-14	RECOMMENDED ANNUAL FUNDING FY 14-15	TOTAL
CHILDREN'S HEALTH, OUTREACH, ENROLLMENT, UTILIZATION, AND RETENTION (CHOEUR) SERVICES			
LAUSD	\$173,250	\$173,250	\$346,500
LACOE	\$157,500	\$157,500	\$315,000
CITY OF LONG BEACH	\$176,514	\$176,514	\$353,028
CITY OF PASADENA	\$60,000	\$60,000	\$120,000
TOTAL	\$567,264	\$567,264	\$1,134,528
CHILDREN'S HEALTH OUTREACH INITIATIVE (CHOI) DATA SYSTEM TRAINING AND TECHNICAL ASSISTANCE FOR CHOEUR SERVICE CONTRACTS			
COMPUTER THERAPY, LLC	\$120,000	\$120,000	\$240,000
TOTAL FOR ALL 5 SOLE SOURCE CONTRACTS			\$1,374,528

List and Search for Award

DOING BUSINESS WITH US				
County Home	Home	E-mail	FAQ	Privacy

Award information has not been added at this time.

Search for a Closed Bid

A	B	C	D	E	F
G	H	I	J	K	L
M	N	O	P	Q	R
S	T	U	V	W	X
Y	Z				All

Search By

Bid Title

Sort By

Bid Title

Bid Information

Bid Number : CHOEUR RFP 2012-003

Bid Title : CHILDREN'S HEALTH OUTREACH AND ENROLLMENT

Bid Type : Commodity / Service

Department : Public Health Program & Services

Commodity : CASE MANAGEMENT SERVICES

Open Date : 12/5/2012

Closing Date : 1/16/2013 1:00 PM

Notice of Intent to Award : [View Detail](#)

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : LOS ANGELES COUNTY REQUEST FOR PROPOSALS
The Department of Public Health is issuing an RFP to solicit proposals from agencies/organizations who can provide outreach and enrollment services for low/no income children and their families who lack access to health coverage in Los Angeles County.

A Proposers' Conference is scheduled for Wednesday, December 19, 2012, 9:30 a.m. PST, at Health Services Administration, 313 N. Figueroa Street (First Floor Auditorium), Los Angeles, CA 90012. Potential proposers are strongly encouraged to attend the Proposers' Conference.

Proposals are due Wednesday, January 16, 2013 by 1:00 p.m. PST. Electronic copies of the RFP and Addendum(s) can be obtained via the following County of Los Angeles website: <http://publichealth.lacounty.gov/cg/index.htm> under the "Open Solicitations for Public Health" heading.

Contact Name : Suzanne Bostwick, Interim Director

Contact Phone# : (000) 000-0000


Contact Email : choeur2012@ph.lacounty.gov

Last Changed On : 12/5/2012 3:40:45 PM

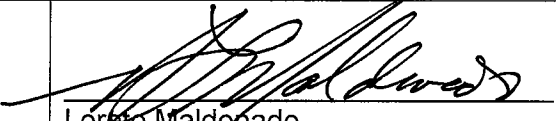
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SOLE SOURCE CHECKLIST FOR:
 Los Angeles Unified School District
 LA County Office of Education
 City of Pasadena and City of Long Beach

Check (√)	JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation)
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).
✓	<p>➤ Other reason. Please explain:</p> <p>On December 5, 2012, DPH released a Request for Proposals (RFP) to provide Children's Health Outreach, Enrollment, Utilization, and Retention (CHOEUR) services for uninsured low/middle income children and families in the following two categories: Category 1 - the provision of CHOEUR services by Service Planning Area (SPA), and Category 2 - county-wide training and technical assistance for CHOEUR grantees in Category 1 and other enrollment agencies throughout the County. As a result of the competitive solicitation process, DPH will recommend approval to execute contracts with 14 firms on the June 4, 2013 Board Agenda.</p> <p>The Los Angeles Unified School District (LAUSD) and the Los Angeles County Office of Education (LACOE) have unique qualifications as public agencies with direct access and jurisdiction to the target population. Specifically, these agencies provide school-based outreach, enrollment, utilization and retention services via LAUSD's Children's Health Access and Medical Programs (CHAMP). Additionally, LAUSD'S CHAMP and LACOE allow County contractors access to schools and school districts with large numbers of uninsured students and families who are eligible for low-cost health programs, such as Medi-Cal and Healthy Kids. As the sole means to gain entrance to Los Angeles County school campuses and parents, contracting directly with LAUSD and LACOE ensures the linkage to school sites.</p> <p>The Cities of Pasadena and Long Beach are the only health jurisdictions with authority to implement outreach and enrollment services with uninsured populations, within their cities. Pasadena and Long Beach have incorporated outreach and enrollment services into many other programs, including the Pasadena/Altadena Health Partnership, Young and Healthy, the Black Infant Health Program, the Comprehensive Perinatal Services Program (CPSP), and the Child Health and Disability Prevention (CHDP) Program. Each of the aforementioned programs provides an excellent link with the Healthy Kids Outreach Partnership.</p>
	<div style="display: flex; justify-content: space-between;"> <div data-bbox="155 1711 662 1875">  Loreto Maldonado Manager, Chief Executive Office </div> <div data-bbox="836 1743 1128 1837"> <u>5/13/13</u> Date </div> </div>

SOLE SOURCE CHECKLIST FOR:
Lancer Shull, Computer Therapy LLC

Check (✓)	<p align="center">JUSTIFICATION FOR SOLE SOURCE PROCUREMENT OF SERVICES</p> <p><i>Identify applicable justification and provide documentation for each checked item.</i></p>
	<p>➤ Only one bona fide source for the service exists; performance and price competition are not available.</p>
	<p>➤ Quick action is required (emergency situation)</p>
	<p>➤ Proposals have been solicited but no satisfactory proposals were received.</p>
✓	<p>➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.</p> <p>Since the inception of the CHOI database in 2001, Computer Therapy, LLC has played a key role in providing guidance in the programming necessary to allow for data collection, tracking and reporting. Computer Therapy, LLC has specialized experience working with CHOI's web-based data collection system and an intimate understanding of the business process and data tracking needs of the CHOI program and the CHOEUR contracted agencies. It is imperative that DPH continue to contract with Computer Therapy, LLC as a disruption in technical support at this critical stage of system development and implementation would be highly detrimental to the project.</p>
	<p>➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.</p>
	<p>➤ It is most cost-effective to obtain services by exercising an option under an existing contract.</p>
	<p>➤ It is the best interest of the County (e.g., administrative cost savings, too long a learning curve for a new service provider, etc.).</p>
	<p>➤ Other reason. Please explain:</p>
	<div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  Loreto Maldonado Manager, Chief Executive Officer </div> <div style="text-align: center;"> <u>5/13/13</u> Date </div> </div>